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The Solicitors' Journal.

LONDON, AUGUST 19, 1876.

CURRENT TOPICS.

IT WILL BE REMEMBERED that both Sir R. Phillimore, in *Burch v. Reid* (17 SOLICITORS' JOURNAL, 767), and Lord Penzance, in *Crisp v. Martin* (ante, p. 525), while deciding that a solicitor could not appear as a proctor in the provincial courts of Canterbury, suggested that the Legislature should interfere to abolish this restriction. This has now been done. A provision which originally formed clause 6 of the Legal Practitioners Bill, but has been made into a small Act, and received the Royal assent shortly before the close of the session, enacts that "It shall be lawful for any certificated solicitor of the Supreme Court to appear as a proctor in the provincial courts of Canterbury and York." We do not know why the diocesan court of London has been omitted from this provision. Under 33 & 34 Vict. c. 28, it is mentioned as one of the courts in which the rights of the proctors are expressly excepted.

SOME OF THE PROCEEDINGS during the Balham inquest, and some of the criticisms which have appeared upon it, reveal considerable uncertainty as to the rules which should govern the conduct of such inquiries. Very natural indignation has been expressed at the irrelevant evidence allowed to be given. Nothing can be imagined more unlike the administration of criminal law in England than the process by which it was sought at Balham to discover the perpetrator or perpetrators of the crime which the jury thought had been committed. But it should not be forgotten that the inquiry before the coroner is not the trial of an issue, but an investigation into the means by which the deceased came by his death. If such an investigation is to be held at all, it is obvious that it ought not to be hedged round with all the careful restrictions our law imposes for the protection of an accused person. The coroner ought to receive all first-hand evidence, tendered on oath, which may by possibility throw light upon the cause of death. As the late Lord Chief Baron said in *Wakely v. Healey and Cooke* (reported in Baker on Coroners, p. 26), the coroner "should hear the statement on oath; if it turns out to be irrelevant he should reject it; but if it appears to be important and applicable to the subject of inquiry, the statement must be placed before the consideration of the jury." But it certainly seems to us that this freedom of inquiry was pushed in the recent case to an extreme which was alike unnecessary and unwarrantable. Counsel and coroner seem to have considered themselves at liberty to offer and receive all kinds of secondary evidence which in no other court would have been allowed to be given. This seems to us absurd. The rules as to so-called hearsay evidence, if of any value at all, must be worth observing in such an inquiry as that at Balham. They are not intended (as it has been sometimes said) simply to insure that the person affected by the evidence shall have an opportunity of

interrogating the witness as to his means of knowledge or as to the particulars of his statement; they are intended to insure that responsible and trustworthy evidence shall be adduced. In no judicial inquiry, as it seems to us, can these rules be safely disregarded.

A THIRD CIRCULAR has now been issued to naval commanders, which is to be taken as "superceding all previous instructions as to the reception of fugitive slaves;" and, though it tends to confirm our original opinion that the series need never have been commenced, yet we are willing to recognize in this final number the assertion by the Government of principles which have not, perhaps, before been so fully and explicitly admitted, and which, once admitted, can never be receded from. The second instruction is as follows:—" (2) It is not intended, nor is it possible, to lay down any precise or general rule as to cases in which you ought to receive a fugitive slave on board your ship. You are to be guided as to this by questions of humanity, and those considerations must have full effect given to them whether your ship is on the high seas or within the territorial waters of a State in which slavery exists; but, in the latter case, you ought, at the same time, to avoid conduct which may appear to be in breach of international comity and good faith." This pretty plainly adopts and follows the recommendation of the committee which recognized the duty of humanity as either qualifying, according to some, or overriding, according to others, the supposed international obligation of commanders of public ships to submit to the empire of the local law. Without solving the question of abstract law thus raised between the majority and minority of the committee, the circular accepts, and gives effect to, the common conclusion that the commander is to subordinate all other considerations—even the important one that "her Majesty's ships are not intended for the reception of persons other than their officers and crew"—to the duty of receiving under his protection a slave who is flying from death or from brutal usage. How this is to be interpreted is left to the judgment and feelings of the individual commander; no measure is given by which his conduct can be tried afterwards or is fettered beforehand. But this broad principle, which is almost the reverse of the "broad rule" of the first circular—"that a fugitive slave should not be permanently received on board any description of ship under the British flag unless his life would be endangered if he were not allowed to come on board"—fixes a line which cannot be infringed upon by the demands of slaveholding States or the complaints of fussy admirals. This instruction, indeed, leaves unmentioned the case of a fugitive coming on board without the consent of the commander, nor is that case specified in any part of the circular. Practically, however, the question arises for the commander when the presence of the fugitive comes to his knowledge; at that time, having the power to expel him from the ship, the commander has then to consider the question whether he shall or shall not receive him; and to that case the rule applies.

The first instruction, which it would seem ought to have occupied the second place, is as follows:—" (1) In any case in which you have received a fugitive slave into your ship and taken him under the protection of the British flag, whether within or beyond the territorial waters of any State, you will not admit or entertain any demand made upon you for his surrender on the ground of slavery." This instruction also recognizes, and by recognizing establishes, a wide and important principle, and enables commanders to treat as an act of State the refusal which they oppose, and which, by this circular, they are bound to oppose, to any demand for surrender founded on the alleged right of ownership in a fugitive.

The third instruction relates to the case of treaty rights, and, in the case of a person claiming protection under treaties with this country, imposes upon the

commander the duty of active interference on their behalf, to the extent, at least, of receiving them on board until the claim has been examined. It runs as follows:—“(3) If any person within territorial waters claims your protection on the ground that he is kept in slavery contrary to treaties with Great Britain, you should receive him until the truth of his statement is examined into. This examination should be made, if possible, after communication with the nearest British consular authority, and you should be guided in your subsequent proceedings by the result.”

The fourth instruction directs that “a special report is to be made of every case of a fugitive slave received on board your ship.” This is a matter which might, we think, have been left to the discretion of the commander, who would probably, for his own sake, have reported every case of importance.

Upon the whole, we cannot concur with those who think that nothing of importance is effected by this circular. On the contrary, the two first instructions are of such importance that, however inexpedient it may have been to commence the issue of the now famous circulars, yet, in consideration of the official sanction now given with world-wide publicity to the above-mentioned principles, we can cease to regret the disturbance of the *status quo*, and the errors into which the Government were led by the ignorance and carelessness of its officers.

A REFRESHING, if not an imposing, spectacle was presented by the first public sitting of the vacation judge in the Chancery Division on Tuesday last, when Mr. Justice Field appeared on the bench of Vice-Chancellor Malins' court in ordinary morning costume, and the bar, or some members of it, presented themselves in extraordinary morning costume. With the thermometer over 90deg. in the shade, we are willing to make every allowance; but what would Lord Erskine, who was pained by the “shabby frocks and brown scratch wigs” of the judges, have said to a learned Queen's Counsel who appeared before him in a blue serge jacket? Two adjourned summonses were first taken in the judge's private room, and at eleven o'clock his lordship took his seat in court, and heard several *ex parte* motions, the most important of which are noted on another page, and nineteen motions of which notice had been given. Of the latter a list was published, specifying, not only the title of the cause or matter, but also the nature of the application, and the judge to whose branch of the division it was attached. An analysis of the list shows that fifteen of the motions were in matters assigned to the Master of the Rolls, three to Vice-Chancellor Malins, and one to Vice-Chancellor Hall. Of the nineteen motions, thirteen were for injunctions, four for the appointment of receivers, one for better particulars in a patent-right action, and one for a writ of attachment. Seven of the applications were granted (two being by consent, and one on affidavit of service), two were refused with costs, while nine stood over for a week, and one—which was not the least important in the list—was part heard when his lordship rose at four o'clock.

THE DISTRIBUTION OF PRIZES to the students in the Faculty of Law, at Paris, took place on the 1st inst., when M. Colmet-d'Auge, the dean, delivered a long address, from which we learn that the number of new students for the current year is somewhat less than that of last year, but more than that of the year 1873-4. 202 foreigners had joined as students, including eight students from Japan, six of whom had passed their first examination with distinction. A new library is in course of erection, which, it is hoped, will be completed in the course of about a year.

CORONERS.

THE Balham inquest has called forth a large amount of criticism on the law of coroners, and it may be predicted almost with certainty that Mr. Cross will come forward with some measure of reform in the ensuing session. It is almost a truism to say that at present coroners are both appointed and paid in the worst possible manner. As might have been expected, inquests are now and then held and conducted in the worst possible manner.

We propose to discuss the subject briefly, under the three heads of mode of election, mode of payment, and mode of conducting an inquiry. Under the first two heads reform is easy and obvious; under the last it is exceedingly difficult, and involves a re-organization of the whole system of preliminary criminal inquiry.

As to the mode of election, the present system is little short of scandalous. Popular election, so far from securing the best man for a judicial office, is calculated to secure the worst. The canvass is expensive (in Middlesex it usually swallows up the first year's profits), and the only case in which other than personal recommendations influence the election is in the unfortunate one where a doctor, as such, is run against a lawyer, as such. The first step to reform is to take the selection of the coroner from the freeholders, and to commit it to some responsible local or Government official. If it be desired to keep the appointment in local hands, the justices in quarter sessions assembled would probably make the best appointment. Their appointments of constables and gaolers have not, as far as we are aware, been unfavourably criticised, and they would have a direct interest in making good appointments, inasmuch as a coroner's inquest well conducted cannot fail to smooth the way to a magisterial inquiry. It has been suggested that the duties of coroner should be discharged by the several clerks to the justices within their petty sessional divisions. These gentlemen have the advantage of legal training and experience, and local knowledge, and the districts within which they would work would be smaller, more manageable, and more easy of access than the present anomalous districts of coroners. A map of the present districts would startle anybody who examined it. A certain amount of standing might be rendered necessary by statute, and the choice should be confined to members of the legal profession. Of the two evils to which society is at present exposed—the legal coroner who knows no medicine, and the medical coroner who knows no law—the latter is obviously the worse; for the legal coroner can have his mind informed by medical witnesses *ad hoc*, whereas the medical coroner cannot get up the law of evidence for a particular case. If it be desired that the appointment should rest with a central authority, the Home Secretary, and not the Lord Chancellor, should be the person to appoint, at all events until a Minister of Justice is created.

With regard to mode of payment, this should be by fixed salary and not by salary quinquennially altered according to the number of inquests held. To make the salary dependent on this is the worst mode possible, inasmuch as it encourages the largest number of inquests in the shortest possible time.

With regard to the last and most difficult branch of the subject, the mode of conducting the inquiry, one reform (suggested by the Lord Chief Justice in making the rule absolute in *Reg. v. Carter*) is much needed: the coroner should be able to dispense with the view of the body at his discretion. The view is usually a mere hurried glance, and a much more effectual provision would be to have the body examined externally in all cases, and, when necessary, internally, by an experienced examiner who should give evidence at the inquest. The number of the jury might very well be reduced to seven, with power to take the verdict of five. It has been suggested in many quarters that a jury might be dispensed with altogether, but we doubt the desirability of this. It is of importance

that the public should have confidence in the tribunal, and it is the verdict of a jury that gives them that confidence. The power of giving open verdicts may well be retained, even to the extent of allowing a verdict of wilful murder against a person unknown. It cannot be too well understood, as we have elsewhere explained, that a coroner's inquest is not a criminal proceeding, but a proceeding for the purpose of obtaining information and suggesting further inquiry in modes more rigorously technical if necessary. This being so, the power to examine and cross-examine all persons who have power to throw light on the cause of death may usefully be retained. Finally, it may well be doubted whether a verdict of wilful murder *simpliciter* should not be the strongest allowed, and whether the jury should not be deprived of their present power to return a verdict of murder against a particular person. No doubt it is the practice to take a person against whom a coroner's jury has found a verdict of murder before magistrates, and the judges are understood to approve of this practice, and usually the evidence on which the coroner's inquisition was found also justifies the magistrates in committing for trial. But in the improbable, but not impossible, case of a coroner's jury finding a verdict of murder against a particular person upon utterly insufficient evidence, the inquisition must still be proceeded upon, and the party be arraigned at the assizes, the prosecution of course "offering no evidence."

SOME RESULTS OF THE FIRST YEAR OF THE JUDICATURE ACTS.

I.

Now that we have reached the end of the legal year it seems natural to look back at the progress of the legal revolution which was inaugurated last November. We cannot pretend to do more than take a very cursory view, but it may be worth while to gather together some of the results of such a view in order to try to see how far the new system has been a success, and in what respects it has failed. It may be convenient first of all to notice some points in which failure must be admitted.

Chief among these, as regards the rules, are those relating to third-party notices. The provision of section 24, sub-section 3, of the Judicature Act, 1873, enables the courts to grant to any defendant "all such relief relating to, or connected with, the original subject of the cause or matter, and in like manner claimed against any other person, whether already a party to the same cause or matter or not, who shall have been duly served with notice in writing of such claim, pursuant to any rule of court or any order of the court, as might properly have been granted against such person if he had been made a defendant to a cause duly instituted by the same defendant for the like purpose." But the judges, in framing the rules, as Lord Justice Mellish has stated, deliberately cut this provision down to a mere power to bind a third party by the decision in the action instead of enabling relief to be had against him, and no court has been found courageous enough to obey the section and go beyond the rules in ord. 16. The result has been to disappoint the expectation that in heavy mercantile and shipping cases great saving of expense and litigation would result from the provisions as to third-party notices. We believe we express the opinion of those whose experience is greatest in these matters when we say that the provisions as to third-party notices have been found of very little benefit in practice. We are fully aware of all that may be said about the injustice of keeping the plaintiff waiting for his remedy while the defendants are fighting among themselves, but we think it might safely be left to the discretion of the learned judges to refuse to allow the third-party notice to be served in cases where injustice to the plaintiff would be likely to result from allowing it.

As regards the new judicial machinery, there are several failures to record. We need not refer at any length to the most melancholy of these—the official referees—for the shyness which suitors have displayed in availing themselves of the services of these gentlemen may perhaps be ascribed to the discussions which occurred with reference to one of the appointments, and also to the singular scale of fees for services, locomotion, and subsistence which was promulgated, by which, as we pointed out at the time, the fees were made about double those of the common law masters, and under which a two days' reference at Leeds would probably cost in fees to the referees and his clerk alone over £30. But the whole system of references provided by the Acts has, for some reason or other, failed to supersede the old system, and we have now side by side two different modes of conducting arbitrations. We think it cannot be said that the public have shown any decided preference for the new regulations as to special referees.

The provisions as to calling in the aid of specially qualified assessors have, we believe, with very slight exceptions, been a dead letter. The Court of Appeal has once or twice been privately enlightened upon the mysteries of port and starboard by two very well behaved and particularly silent naval gentlemen; but we do not recall at this moment any instance in which the High Court has availed itself of the help of specially qualified assessors. Nor can it be said that the Acts have as yet produced any material change in the mode of trying actions. Trial before a judge alone has not taken root in the common law divisions any more than trial by jury has in the Chancery Division. And the provisions of the rules as to evidence being taken *vivâ voce*, in the absence of agreement, have only to a limited extent changed the practice formerly prevailing in the Court of Chancery. Some of the learned judges of the Chancery Division have placed strong pressure upon parties to induce them to adopt the old method of taking the evidence. In *Patterson v. Wooler* (24 W. R. 455) the costs of a motion to take evidence by affidavit were inflicted on trustees who had opposed it. And in granting an application to take evidence by affidavit, made in February last, Vice-Chancellor Hall took occasion to express his opinion that the interests of suitors would be best promoted by the evidence in all actions being taken as much as possible by affidavit. It is easy to understand that in the present condition of the cause lists in the Chancery Division the learned judges are disposed to look with some impatience at the delays occasioned by the taking of evidence orally in open court; but it seems doubtful whether it is wise or becoming to hold out inducements and to give advice to litigants to discard the mode which the Legislature has prescribed as that which in general shall be followed. We have once or twice had occasion to point out that it is more than doubtful whether, under the terms of ord. 37, r. 1, a judge can order that *all* the facts in a case shall be proved by affidavit, or that the affidavits of *all* the witnesses in a case may be read at the trial. Section 20 of the Act of 1875 describes this power of the judge as "the power of the court for special reasons to allow . . . affidavits to be read" — an expression which, combined with the language of the rule referred to, seems to indicate that the power conferred on the judge was intended to be exercised only with reference to certain specified facts or certain specified witnesses where peculiar circumstances rendered oral evidence undesirable. This view has recently been taken by the President of the Probate Division (see *Cook v. Tomlinson*, ante, p. 684, 24 W. R. 851).

Before Parliament rose Mr. Hubbard gave notice that next session he would ask leave to introduce a Bill to amend the law affecting cheques on bankers; and Mr. Chadwick gave notice that he would re-introduce the Companies Acts Amendment Bill.

Recent Decisions.

ADMINISTRATION DURANTE ABSENTIA.

(In the Goods of Grant, Prob. Div., 24 W. R. 929.)

Simeon's Act (38 Geo. 3, c. 87)—which was passed to remedy the inconvenience caused by the rule of the ecclesiastical courts that, after probate granted, administration *durante absentia* would not be granted on the absence of the executor out of the jurisdiction—was a very imperfect piece of legislation. In the first place, the title of the Act seemed to restrict its operation to cases where the executor was out of the realm. As, however, section 1 referred to the executor residing out of the jurisdiction of the English courts, even the ecclesiastical courts had no difficulty in holding that this latter was the true construction, and that the Act applied though the executor was within the realm, but out of the jurisdiction (*Hannay v. Taynton*, 2 Add. 505; *In the Goods of Jouett*, *Ibid.* 504). Next, the power given by the Act was restricted to the grant of administration for the purpose of the administrator being a party to a suit in equity, and carrying the decree made in such suit into effect. Though an eminent judge pronounced this a defect in the law, it was not until 21 & 22 Vict. c. 95, s. 18, that the provisions of Simeon's Act were extended to executors and administrators residing out of the jurisdiction, whether proceedings in chancery were instituted or not. Next, the Act is limited to the grant of administration on the application of "any creditor, next-of-kin, or legatee," and the question was raised in *In the Goods of Collier* (2 Sw. & Tr. 444) whether these words included the executor of a legatee. It was held that they did. In the next place, the Act was in terms restricted to the absence of an executor, and the ecclesiastical courts did not think themselves justified in extending the provisions to the absence of an administrator *cum testamento annexo* (see *In the Goods of Harrison*, 2 Rob. 184). A provision was inserted in the Court of Probate Act, 1857 (20 & 21 Vict. c. 77, s. 74), making the Act applicable to administrators. In the recent case of *In the Goods of Grant* the question was whether the words empowering the court to grant administration in the absence of the executor, extended to the absence of the executor of the executor. Sir J. Hannen held that they did. The hesitation of the learned judge in acceding to the application might perhaps have been sooner removed if the case of *In the Goods of Thomas Davies* (2 Hagg. 79) had been brought to his attention. In that case Sir John Nicoll does not seem to have intimated any doubt that the Act would apply to the executor of an executor, although, as no chancery suit had been instituted, he declined to appoint an administrator *durante absentia*.

apprentice" has done more, he has made him do it, and very well has the poet-laureate accomplished his task. Chaucer was always cheerful and gay; and, though called from Elysium for the purpose, he sings a cheery strain on *Armory v. Delamirie* (1 Sm. L. C. 357). And that Browning and Longfellow do not lag behind their brethren will be seen by every one who takes a pleasant hour in his long vacation, and makes it pleasanter by listening to this unexpected "fusion" of Themis and Apollo.

RHYMES, REASONS, AND RECOLLECTIONS FROM THE COMMON-PLACE-BOOKS OF A SEXAGENARIAN. By GEORGE BILLER. London: S. W. Partridge & Co., 9, Paternoster-row. 1876.

Like the book we have just noticed, this little work scarcely comes within the province of our criticism or discussion. We may, however, say that it contains a good deal over which an hour or two may be profitably spent by any one. Mr. Biller, who, we need scarcely say, is a member of our profession, appears to have kept commonplace-books and diaries from 1827 to the present time, and from these he has compiled the present little volume. Some of the extracts are more particularly interesting to lawyers; all of them indicate a cheerful and manly character in their collector or author. One of the mottoes on the title page is

"I left no calling for this idle trade,
' No duty broke."

We can well believe that this was so; and we hope that the other motto—*solicite jucunda oblivia vite*—may be as applicable to the future literary recreations of the author as it has been to the past.

Notes.

IN A CASE OF *Re Strockeisen*, heard by the Court of Appeal on the 3rd inst., it was objected that composition resolutions had not been duly passed, because the debtor had not, as required by section 126 of the Bankruptcy Act, 1869, been present at one of the meetings of the creditors, and it was said that there was nothing to show that he had been prevented from attending "by sickness or other cause satisfactory to the meeting." It appeared that the meeting had been held in a room at the office of an accountant, and that the debtor, though not actually in the room where the meeting was held, was in an adjoining room, and would have been ready, if called upon to do so, to come in to the meeting and to answer any inquiries. The creditors who attended the meeting were informed of this, and none of them made any objection at the time. Under these circumstances, the court held that the debtor must be taken to have been present at the meeting, or at any rate to have been absent from a cause satisfactory to the meeting. It was not necessary that there should be any resolution in writing evidencing the "satisfaction" of the meeting at his absence.

Reviews.

SOME LEGAL RHYMES.

LEADING CASES DONE INTO ENGLISH. By AN APPRENTICE OF LINCOLN'S-INN. Reprinted from the *Pall Mall Gazette*. London: Macmillan & Co. 1876.

The title of this little work would more accurately describe its contents if it were "Leading Cases done into English Verse." To discuss or criticise a *jeu d'esprit* of this description in a legal journal would, we are afraid, appear somewhat frivolous, even at this frolicsome period of the year. Suffice it, then, to say that "the apprentice" has very cleverly managed to strip several well-known leading cases of their old sober costume of prose, and to deck them out in the gay vesture wherewith the poets are wont to clothe their facts and their fancies. It is difficult to imagine Tennyson writing a little poem on *Wigglesworth v. Dallison* (1 Sm. L. C. 598), but "the

A DECISION of the Court of Appeal on the 4th inst. in a case of *Cunliffe v. Branker* is worthy of note as illustrating the absurdity of the rule of law that a contingent remainder falls unless there be a preceding freehold estate continuing to exist up to the happening of the event on which the remainder is to vest. In *Cunliffe v. Branker* a testator by his will devised real estate to trustees, their heirs and assigns, to the several uses and upon and for the trusts thereinafter mentioned, viz., to the use of the trustees, their executors, administrators, and assigns, for a term of 120 years, if S., the wife of J., should so long live, upon certain trusts; and, subject to the term, to the use of J. for life, with remainder to the use of the trustees and their heirs during the life of J., upon trust to preserve contingent remainders, and after the death of J. to the use of the children of S. who should be living at her death as J. and S. should, during their joint lives, appoint, with remainders over. J. and S. exercised the joint power

of appointment. J. died in the lifetime of S., and on the death of S. her children to whom the appointment had been made claimed the property. The court, however (James and Mellish, L.J.J., and Baggallay, J.A.), affirming the decision of Jessel, M.R., held that the contingent remainder to the children had failed for want of a particular estate of freehold to support it. They held that they were not at liberty, merely because of the absurd result which would follow, to construe the limitations of the will to be equitable and not legal. But for that result, no one could suppose for a moment that the trustees took a legal estate in fee. It is singular that this antiquated rule of law with regard to contingent remainders has been permitted to survive so long. It is certain that in *Cumtiffe v. Branker* it had the effect of defeating the intentions of the testator.

ON THE 7TH INST., in a case of *Re Bryant*, the Chief Judge held that, under r. 179 of the Bankruptcy Rules of 1870, the court has no power to abridge the length of notice (three days) which the rule says is to be given of the hearing of an application to commit a person for contempt of court. The rule gives the court power to direct service "of the notice to be made in some other manner," but that, the Chief Judge said, only means that the court may direct service to be made otherwise than personally, and gives no discretion to alter the prescribed period of notice. He thought that it would be contrary to all principle to dispense with any prescribed formality in a matter concerning the liberty of the subject.

THE SAME DAY, in a case of *Ex parte Caldecott*, a curious question arose with regard to the validity of a bill of sale. A farmer had borrowed various sums of money from a friend, amounting altogether to £100, for which he had given no security. In January, 1875, he wrote to the friend, telling him that he had forged his signature to a bill of exchange for £100, which he had discounted with his bankers; that the bill was just due, and he was unable to meet it, and that if the forgery became known he should be prosecuted, and he and his family would be ruined. He intreated the friend to pay the £100 to the bankers, promising, if he would do so, to give him a bill of sale of all his property to secure what he owed him. The friend acceded to this request; a bill of sale of all the farmer's property was given to him to secure £200, and the £100 was paid by him to the bankers. Shortly afterwards the farmer was adjudicated a bankrupt. The Chief Judge held that the bill of sale holder had been party to the compounding of a felony, and that consequently the bill of sale was void as against the trustee in the bankruptcy.

THE SAME DAY, in a case of *Re Pearson*, the Chief Judge went, we believe, further in holding a voluntary settlement void as against creditors than any court has gone before. In 1858 a man, who was not then engaged in trade, and who owed no debts, executed a voluntary settlement of a sum of £1,000, of which he had recently become possessed under the will of his father. The first trust of the settlement was a life estate to the settlor, determinable on bankruptcy, insolvency, &c. Then there was a life estate to the settlor's wife, for her separate use, followed by trusts for the benefit of the children of the marriage, and an ultimate remainder to the settlor. In 1873 the settlor for the first time engaged in trade, and in December, 1875, he was adjudicated a bankrupt. At this time the wife was dead, but there were two children of the marriage living. The Chief Judge held that the settlement was void *in toto* as against the trustee in the bankruptcy. He said that it was *ex facie* plainly fraudulent, its object being to place the property out of the reach of the settlor's creditors if they should ever be in a position to claim it.

In the House of Commons on Tuesday Mr. Butt complained that the vacancy occasioned by the resignation of the late Lord Chief Justice of the Common Pleas, Ireland, had not been filled up. He said that the court for dealing with election petitions was thereby weakened. He moved for the letter of resignation. Sir M. Hicks-Beach was understood to say the matter was not one of immediate urgency, and he hoped that the judicature of Ireland would be the subject of legislation early next session.

Appointments, &c.

MR. ALFRED JAMES BRAINE, solicitor, of Micheldean, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. DENNIS FITZPATRICK, barrister, has been appointed to officiate as a Judge of the Chief Court of the Panjab. Mr. Fitzpatrick is a graduate of Trinity College, Dublin, and was called to the bar at the Inner Temple in Easter Term, 1872. He has been for several years a member of the Bengal Civil Service.

MR. HENRY VERNON HULBERT, of Devizes and Market Lavington, Wilts, has been appointed a Perpetual Commissioner for taking the Acknowledgements of Deeds by Married Women within the County of Wilts.

MR. FRANK METCALFE, solicitor (of the firm of Metcalfe & Metcalfe), of Wisbech, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. RICHARD BROOKE MICHELL, barrister, of Madras, has been appointed to act as Official Reporter to the High Court at Madras. Mr. Michell is the son of the Rev. Richard Michell, D.D., Principal of Hertford College, Oxford. He is an M.A. of Balliol College, and obtained the Chancellor's prize for the Latin verse in 1865. He was called to the bar at Lincoln's-inn in Easter Term, 1872.

MR. EDWARD HENRY WILTON, solicitor, of Colyton, Devon, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

Obituary.

MR. THOMAS WOOLLCOMBE.

Mr. Thomas Woolcombe, solicitor, died at Devonport, on the 12th inst., in his seventy-sixth year. Mr. Woolcombe was born in 1801, and was admitted a solicitor in 1823, and soon afterwards commenced practice at Devonport. The firm with which he was connected was one of the most important in the town. He was first in partnership with Mr. George Leach and Mr. Philip Moysey Little, and after becoming the head of the firm he was in partnership with Mr. John James Edgecombe Venning, the present clerk to the Devonport School Board, and Mr. John Philip Goldsmith, the borough treasurer. On the incorporation of the borough of Devonport Mr. Woolcombe was selected as the first town clerk, and proved himself a most zealous and efficient public officer. About two years ago he resigned the office in favour of his partner Mr. Venning, and about the same time ill-health induced him to retire from practice. Mr. Woolcombe had been long connected with the South Devon Railway Company, of which body he was chairman at the time of his death.

SIR PHILIP FRANCIS.

Sir Philip Francis, knight, died on the 9th inst., on board H.M.S. *Antelope*, on the way from Besika Bay to Smyrna. The deceased was the son of the late Mr. Edward Francis, and was a member of the same family as the celebrated Sir Philip Francis, of Junius celebrity. He was called to the bar at the Middle Temple in Michaelmas Term, 1845, and practised for several years on the Home Circuit. In 1861 he proceeded to Constantinople, in the capacity of law clerk to the Supreme Consular Court of that city, and he soon afterwards became vice-consul, cancellier, and registrar of the court. In 1862 he acted as judge, and in 1864 he went on special judicial employment to Cairo, and acted for two years as legal vice-consul, cancellier, and registrar of the consular courts in Egypt. In 1868 he returned to Constantinople in the capacity of judge of the Supreme Consular Court, and was knighted by patent. Sir Philip Francis enjoyed the respect of the whole British mercantile community, both in Turkey and in Egypt. He had much to do with moulding the pro-

cedure of the Cairo tribunal, and had given valuable advice to the Government of the Khedive as to the organization of the new mixed courts. In a letter to the *Times*, "W. H. R." thus describes the character and disposition of the deceased:—"A descendant of one credited with the authorship of the 'Letters of Junius,' he certainly did something to strengthen the proof adduced for the belief by the trenchant turn of his conversation and no ordinary power of sarcasm, but unlike Junius he never used his power to give pain to the worthy or to inflict a wound on those who were unable to defend themselves."

MR. JUSTICE GLOVER.

A telegram from Calcutta announces the death, at Galle, Ceylon, of the Hon. Frederick Augustus Barnard Glover, one of the judges of the High Court of Calcutta. The father of the deceased was for many years librarian to the Queen. He was born in 1825, and was educated at St. Paul's School, whence he proceeded to Haileybury College, and in 1845 he received his first appointment in the Bengal Civil Service. He filled several very important civil and judicial posts, and in 1867 was appointed one of the judges of the High Court of Calcutta. He discharged his judicial duties with great ability, evincing greater readiness in the application of legal principles than is usual with civilian judges, and his death will be much lamented by the civil service and the legal profession.

Societies.

ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.

PROGRAMME OF THE CONFERENCE AT BREMEN, 1876.

1. The conference will hold its sittings, and the inaugural meeting will take place at Bremen, in the saloon of the New Exchange, the "Bürgerschaftsaal," on Monday, the 25th of September, 1876, at eleven o'clock in the forenoon. The committees of the conference will be held in the adjoining rooms. Gentlemen attending the conference are required to sign a list setting forth their Christian names, surnames, profession, and place of abode, which list will be open for signature and inspection from ten a.m. to four p.m., at the offices of the Handelskammer (Chamber of Commerce), situated in the market-place, Haus Schütting. 2. Reception of the members by the local committee of Bremen. 3. Opening of the conference by the president. 4. Report of council as to election of members. 5. Annual report of the association, recommendations of council, and reports of committees. 6. Communication of letters, memorials, &c. 7. Proposed order of proceedings and announcement of arrangements of the Bremen committee.

On subsequent days papers will be read and discussion take place in reference to the following subjects, according as the council may determine:—

1. Private International Law.—Subjects recommended by the council: (a) Bills of exchange, negotiable securities, the assimilation of the laws and practice relating thereto; (b) Foreign judgments, their mode of enforcement; (c) Patent laws, assimilation of the laws of different countries. Subjects recommended by the Bremen committee: (d) Maritime tribunals; (e) Maritime insurance, general average; (f) Collisions at sea. Subject proposed by the Hague committee: (g) International coinage and mint regulations.

2. Public International Law.—Subjects approved by the council: (a) The extradition of criminals and the present state of international law in regard to this question; (b) The limits to arbitration for the settlement of international disputes; (c) Codification of the law of nations, progress since the Hague Conference, 1875; (d) The law of maritime capture.

3. Miscellaneous subjects, approved by the council: Prohibitive tariffs and free trade; Principles of intercourse between Christian and non-Christian peoples, &c., &c.

NOTE.—All papers to be contributed by members and others (by permission of the council) must have a distinct

reference to the objects embraced by the association. Notice of the intention to read a paper, setting forth its title at full length, should be forwarded either to the honorary secretaries of the association, 33, Chancery-lane, London, or to Dr. Barth, honorary secretary of the Bremen committee, Haus Schütting, Bremen, on or before the 25th of August next.

It is particularly requested that no paper be of a length to occupy more than twenty minutes. The order of the day, and names of gentlemen who will read papers, will be published at the opening of each day's conference.

Legal News.

On the 11th inst., in the House of Commons, Mr. Hopwood, on behalf of Mr. Torrens, asked the Secretary of the Treasury what steps had been taken to fill up the office of Queen's Proctor, and whether in future the person discharging the duties of such office would be paid by salary and not by fees. Mr. W. H. Smith said.—The office of Queen's Proctor has been filled by the appointment of Mr. A. K. Stephenson, the Solicitor of the Treasury, under a Royal warrant of the 2nd of August, in the terms of that by which the late Queen's Proctor was appointed. This appointment has been made *ad interim*, in consequence of the death of Mr. Dyke, for the purpose of giving the opportunity for making arrangements to carry out the recommendation of the Legal Departments Commission in their third report of the 3rd of December, 1875.—"That it will not be desirable on the occurrence of a vacancy to appoint another Queen's Proctor as a separate officer"—and proposing that the business should be transferred to the department of the Solicitor of the Treasury. The Solicitor of the Treasury has undertaken the conduct of the business under the Royal warrant for the next six months, or longer, if necessary, at the expiration of which time it is hoped that it is practicable to make permanent arrangements for the future conduct of the business by the same or a different officer as may be found to be most advantageous for the public service. In the meantime the Treasury Solicitor will receive the fees hitherto received by the Queen's Proctor, and will account for the same to the Treasury. No determination can yet be come to as to whether the duties of the office will in future be paid by salary or by fees.

The account of the Paymaster-General of the Court of Chancery from the 1st of September, 1874, to the 31st of August, 1875, states that among the boxes and other miscellaneous effects remaining in the Bank of England to the account of the Paymaster-General are the following:—A box containing small articles of jewellery; three chests (date 1867); a box containing documents of title, jewels, trinkets, watches, and personal ornaments; foreign bonds and securities belonging to the estate of a person of unsound mind; five chests and one box containing plate and jewellery to a like account; a box (dated 1868) with diamond necklace, coronet, and earrings; a bag of clipped money, &c. (date August, 1776); a debenture dated 1799; a box marked "Securities for legacies," two assignment of five tallies, &c. The pensions for judicial services (Great Britain) are:—Lord St. Leonards, late Lord Chancellor (to January 29, 1875), £333 6s. 8d.; Lord Chelmsford, ditto, £5,000; Lord Cairns, ditto, suspended; Lord Hatherley, ditto, £5,000; Lord Selborne, ditto, £5,000; Sir William Erle, late Lord Chief Justice of the Common Pleas, £3,750; Sir John Taylor Coleridge, late puisne judge, Queen's Bench, £3,500; Sir Edward V. Williams, late puisne judge, Common Pleas (to November 2, 1875), £2,856 6s. 5d.; Sir Samuel Martin, late baron, Court of Exchequer, £3,500; Sir John B. Byles, late puisne judge, Common Pleas, £3,500; Sir Henry S. Keating, late puisne judge, Common Pleas (from February 6, 1875), £3,198, 12s. 2d.; Sir George E. Honyman, late puisne judge, Common Pleas (February 19 to September 16, 1875), £1,980 14s. 6d.; Lord Penzance, late judge of the Court of Probate, £3,500; Sir R. T. Kindersley, late Vice-Chancellor, £3,500; Sir John Stuart, late Vice-Chancellor, £3,500; Mr. John Johns, late county court judge, £800; Mr. William Walker, ditto, £800; Mr. James H. Blair, ditto, £1,000; Mr. William Gurdon, ditto, £1,000; Mr. Allan M. Skinner, ditto, £1,000; Sir John E. E. Wilmot, ditto, £1,000; Mr. Henry Stapylton, ditto, £1,000; Mr.

B. V. Williams, ditto, £1,000; Mr. J. B. Parry, ditto, £1,000; Mr. C. J. Gale, £1,000; Mr. E. J. Lloyd, Q.C., ditto, £1,000—total, £38,718 19s. 9d. The pensions for judicial services (Ireland) include Sir Joseph Napier, late Lord Chancellor, £3,692 6s.; Lord O'Hagan, ditto, £3,692 6s.; Mr. Mountifort Longfield, late judge of Landed Estates Court, £1,666 13s. 4d.; Mr. Richard Keatinge, late judge, Court of Probate, £2,333 6s. 8d.; Mr. Arthur Bushe, late master, Court of Queen's Bench, £1,384 12s.

At the Canterbury City Police-court on Wednesday, the 9th inst., Captain Liddell, of the 10th Hussars, who is adjutant of the cavalry depot in Canterbury, attended before the magistrates in order to give evidence in a case in which a soldier was charged with having made a false declaration on the occasion of his entering the service. The captain entered the court wearing his sword, and, having taken a seat near the magistrates, remained with his head covered. The presiding magistrate publicly requested the captain to remove his cap, but he declined to do so. Pointing to his sword he said that he appeared before the magistrates under arms, and the regulations of the service insisted on his remaining covered under the circumstances. When, however, the oath was being administered Captain Liddell took off his cap, and immediately replaced it. At the close of the inquiry, which resulted in the accused man being discharged through want of sufficient testimony to substantiate the charge, the chairman observed that during his experience in that court, extending over a long number of years, no such discourtesy had been previously shown the bench, and intimated that if it were repeated in his presence he should decline to adjudicate. Captain Liddell replied that he had no intention of acting discourteously, but he pursued the course on principle. On the following day the captain attended with additional testimony, and again refused to obey a direction to remove his cap, whereupon the magistrates declined to proceed with the inquiry, and Captain Liddell left the court, being informed, as he was doing so, that the circumstances would be communicated to the War Office. On Saturday Captain Liddell appeared for the third time. On entering the court he removed his cap, and, addressing the chairman, repeated that he had no intention of acting discourteously. He believed he was right in the manner in which he had acted, and in that opinion officers in authority above him concurred. Under all the circumstances, however, he did not wish to persevere in a course that appeared to be objectionable to the magistrates, and if they were of opinion that he had been disrespectful he tendered his apology. The mayor, on behalf of his brother magistrate, expressed satisfaction at the explanation offered, and the case in which Captain Liddell was concerned proceeded in the usual way.

Mr. Grantham, M.P., writes to the *Times*, on the block in the law courts:—"That the profession has great cause to complain of the working of the Judicature Act I admit, as the inconvenience to ourselves from the uncertainty when and where our causes will be taken is almost incredible, but that seems to be entirely owing to the judges' efforts to carry out the Act strictly, instead of so modifying it as to lessen the inconvenience to which we are exposed. But the effect of that inconvenience is rather to expedite causes than to delay them. It has been assumed that, as the Judicature Acts, 1873 and 1875, were passed to expedite business and to dispose of arrears of causes waiting for trial, it must be the fault of the common law judges that the arrears are as great as for greater than they were. But the statements made have been most misleading and fallacious upon this question. It has been alleged generally that the work done has diminished, while the arrears have increased, but it is forgotten how much the character of the work has increased in importance. A comparison was drawn between the years 1864 and 1876, and it was shown that a greater number of causes were entered for trial then than now, but in 1864 the County Court Act of 1867 had not passed, which took away all actions in which less than £20 was likely to be recovered, and those who knew the old days know well how many actions there were in which days were spent in fighting for damages to the extent of £5, because costs to the extent of ten or twenty times that amount depended on the result; but most of the cases of that character occupied only a short

time in their trial. Then, again, look at the changes effected by the Judicature Act. There used to be numbers of actions entered which were known to be undefended, and it was no unusual thing for each court of a morning to try in almost as many minutes four, five, and six causes before commencing the defended causes. Another great change was the introduction of the counter-claim, by which any cause of action which the defendant has against the plaintiff can be tried at the same time, or, in other words, two actions tried as one; while a still greater change was the power given to a defendant to bring into the same action third parties against whom the defendant would otherwise have had a cause of action if the verdict was given against him. While the present system of pleading has the effect of exposing the respective cases of plaintiff and defendant more than was done under the old system, there are many actions now nipped in the bud which were formerly entered for trial, but took only a short time to try. Again, under the old system, when there was a fresh list of causes for each sitting, there were some attorneys who always had a pride in seeing their names entered against a long list of causes for each sitting—thirty or forty causes, sometimes—whereas not a quarter of them were tried. The result of all these changes is that the causes entered for trial now are more certain to be tried, are, on an average, of more importance, and, being cases where the disputes are greater, take consequently longer to try. Ten and twenty years ago very few causes lasted more than a day; now almost as many last three or four days or a week."

The *City Press*, writing of Gray's-inn, says:—"Though the exact date is not known when Gray's-inn became the residence of members of the profession of the law, there is evidence from which it may be reasonably inferred that it was so occupied before the year 1370. Among the orders of the society made in the time of Elizabeth is the following: "That no laundress, nor women called victuallers, hereafter shall come into any gentleman's chamber under forty years of age." During the reign of the same Sovereign it was ordered, "That the third butler should be at the carrying forth from the buttery, and also at the distribution of the alms, thrice by the week, at Gray's-inn Gate, to see that due consideration be had to the poorer sort of aged and impotent persons, as in former time he used to do." It is supposed that the early records of the society were destroyed by fire in 1604. The ancient buildings of the Inn were by no means commodious, for in the 21st of Elizabeth it was ordered that "henceforth no fellow of this house shall make choice of his bedfellow, but only the readers; the admission of all others shall be referred to the discretion of the treasurers." By a survey made in 1688, the Inn appears then to be divided into three courts—Holborn, Conny (or Coney), and Middle courts, afterwards called Chapel-court. The two latter courts occupied the present area of Gray's-inn-square, which was ordered to be so called on June 7, 1793. The greater part of Coney-court was burnt in 1687, and this circumstance admitted of improvements being effected. Holborn-court, with a number of buildings mentioned in the survey, must have included Field-court, so called from its being a passage into the Red Lion-fields. In a diary by Narcissus Luttrell occurs the following:—"10th June, 1684.—Dr. Barebone, the great builder, having some time since bought the Red Lion Fields, near Graies Inn Walks, to build on, and having for that purpose employed several workmen to go on with the same, the gentlemen of Graies Inn took notice of it, and thinking it an injury to them, went with a considerable body of 100 persons; upon which the workmen assaulted the gentlemen, and flung bricks at them, and the gentlemen at them again, so a sharp engagement ensued; but the gentlemen routed them at last, and brought away one or two of the workmen to Graies Inn. In this skirmish one or two of the gentlemen and servants of the house were hurt, and several of the workmen." It is generally supposed that the present chapel stands on the site of the ancient religious structure mentioned in the Royal licence to John de Grey in the year 1314. In 1689 it was ordered "that it be referred to the treasurer to get a bell for the chapel, to be cast, and a wheel thereto to be new made, as he finds necessary." This appears to have

been obeyed, as there is the following inscription on the bell:—"James Bartlet made me 1689. Samuel Buck, treasurer."

Legislation of the Week.

HOUSE OF LORDS.

Aug. 10.—CATTLE DISEASE (IRELAND).

This Bill was read a third time.

LOCAL GOVERNMENT PROVISIONAL ORDERS CONFIRMATION (BATH, &c.).

The Commons' amendments to this Bill were agreed to.

LOCAL GOVERNMENT BOARD PROVISIONAL ORDERS CONFIRMATION (BIRMINGHAM, &c.).

The Commons' amendments to this Bill were agreed to.

LOCAL GOVERNMENT PROVISIONAL ORDERS CONFIRMATION (BILBROUGH, &c.).

The Commons' amendments to this Bill were agreed to.

ERNE LOUGH AND RIVER.

This Bill was read a third time and passed.

ARDEGLASS HARBOUR.

This Bill was read a third time and passed.

METROPOLITAN BOARD OF WORKS (LOANS).

This Bill was read a third time and passed.

EXHAUSTED PARISH LANDS.

This Bill was read a third time and passed.

TRALEE SAVINGS BANK.

This Bill was read a third time and passed.

MUNICIPAL PRIVILEGES (IRELAND).

This Bill was read a second time.

POLICE (EXPENSES) ACT CONTINUANCE.

This Bill was read a second time.

TRAMWAYS (IRELAND) ACTS AMENDMENT (DUBLIN).

This Bill was read a second time.

ELEMENTARY EDUCATION.

The House went into committee on this Bill.

Clauses up to 42 were agreed to.

On clause 42, Lord STANLEY of ALDERLEY proposed to insert after this clause that "nothing in clause 14 of the Act of 1870 should be construed as excluding the Ten Commandments, the Lord's Prayer, and the Apostles' Creed from the teaching in the schools provided by School Boards."—The amendment was withdrawn.

The Bill then passed through committee with verbal amendments.

POLLUTION OF RIVERS.

This Bill passed through committee.

APPELLATE JURISDICTION.

The Commons' amendments to this Bill were agreed to.

FORFEITURE RELIEF.

This Bill was withdrawn.

ROYAL ASSENT.

Aug. 11.—The Royal assent was given by commission to the following Bills:—Nullum Tempus (Ireland), Turnpike Acts Continuance, Orphan and Deserted Children (Ireland), Medical Practitioners, Industrial and Provident Societies, Medical Act (Qualifications), Slave Trade, Legal Practitioners (Ireland), Convict Prisons (Returns), Isle of Man (Officers), St. Vincent, Tobago, and Grenada Constitution, Burghs (Scotland), Gas Supply, Bankers' Books Evidence, Commons, Poor Law Rating (Ireland), Savings' Banks (Barrister), Superannuation (Unhealthy Climates), Bishopric of Truro, Parochial Records, Winter Assizes, Cattle Disease (Ireland), Appellate Jurisdiction, Metropolitan Board of Works (Loans), Tralee Savings Bank, Education Department, Provisional Order Confirmation (Cardiff), Metropolis (Whitechapel and Limehouse) Improvement Scheme Confirmation, Local Government Board's Provisional Orders Confirmation (Bingley, &c.), Local Government Provisional Orders (Chelmsford, &c.), Local Government Board's Provisional Orders Confirmation (Bath, &c.), Local Government Provisional Orders (Birmingham, &c.), Local Govern-

ment Board's Provisional Orders Confirmation (Bilbrough, &c.), Cleveland Water, Goux's Patent, Belfast and County Down Railway, Dudley and Olbury Junction Railway, Midland Railway (Further Powers), Sidmouth Railway, New Shoreham Harbour, Penarth Extension Railway, London and South-Western Railway (Various Powers), Preston Tramways, Bodmin and Wadebridge and Delabole Railway, Cornwall, Mineral, and Bodmin and Wadebridge Junction Railway, Great Northern Cemetery, Prudential Assurance Company, Seven-bridge and Forest of Dean Central Railway, West Ham Local Board, Monmouthshire Railway and Canal, Wakefield Water, Alexandra (Newport) Dock, East Norfolk Railway, Gas Light and Coke Company, Metropolitan Inner Circle Completion Railway, Newport (Monmouthshire) Improvement, South-Eastern Railway, South Metropolitan Gas Light and Coke, Stockton and Middlesbrough Corporations Water, Wye Valley Railway, Dublin (South) City Market, North Dublin Street Tramways, and Halifax Water and Gas Extension.

MUNICIPAL PRIVILEGES (IRELAND).

This Bill passed through committee.

POLICE (EXPENSES) ACT CONTINUANCE.

This Bill passed through committee.

TRAMWAYS (IRELAND) ACTS AMENDMENT (DUBLIN).

This Bill passed through committee.

ELEMENTARY EDUCATION.

The Commons' amendments to this Bill were agreed to.

POLLUTION OF RIVERS.

The Commons' amendments to this Bill were agreed to.

POOR LAW AMENDMENT.

The Commons' amendments to this Bill were agreed to.

COMPANIES ACTS (1862 AND 1867) AMENDMENT.

This Bill was read a second time.

PRIVATE BUSINESS.

The Duke of RICHMOND and GORDON moved that the chairman of committees be authorized to enforce all the rules and orders of the House in relation to the conduct of the private business of the House and to the agents and solicitors engaged in prosecuting the same during any prorogation of Parliament.—The motion was agreed to.

LEGAL PRACTITIONERS.

This Bill was read a second time.

SUEZ CANAL SHARES.

This Bill was read a second time.

WAR DEPARTMENT.

This Bill was read a second time.

POST OFFICE (REMUNERATION, &c.).

This Bill was read a second time.

APPROPRIATION.

This Bill was read a first time.

Aug. 12.—BOW-STREET POLICE-COURT (SITE).

This Bill was read a second time, and also passed through committee.

QUEEN ANNE'S BOUNTY.

The Commons' amendments to this Bill were agreed to.

AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1875,

AMENDMENT.

The Commons' amendments to this Bill were agreed to.

EXPIRING LAWS CONTINUANCE.

This Bill was read a second time.

MUNICIPAL PRIVILEGES (IRELAND).

This Bill was read a third time and passed.

POLICE (EXPENSES) ACT CONTINUANCE.

This Bill was read a third time and passed.

TRAMWAYS (IRELAND) ACTS AMENDMENT (DUBLIN).

This Bill was read a third time and passed.

ELEMENTARY EDUCATION.

This Bill was read a third time and passed.

POLLUTION OF RIVERS.

This Bill was read a third time and passed.

LEGAL PRACTITIONERS.

This Bill passed through committee.

SUEZ CANAL (SHARES).

This Bill passed through committee.

WAR DEPARTMENT AND POST OFFICE (REMUNERATION, &c.).
This Bill passed through committee.

CONSOLIDATED FUND (APPROPRIATION).

This Bill was read a second time, and also passed through committee.

JURIES PROCEDURE (IRELAND).

The Commons' amendments to this Bill were agreed to.

Aug. 14.—MERCHANT SHIPPING.

The House agreed with the amendments made by the other House in pages 12, 13, and 14, and did not insist on their amendments in page 15, line 38, with a consequential amendment relative to the marking of a lead-line on British ships employed in the coasting trade before proceeding to sea.

CHAIRMEN'S JURISDICTION (IRELAND).

This Bill was read a second time, and afterwards a third time and passed.

NORWICH AND BOSTON (CORRUPT VOTERS).

This Bill was read a second time, and afterwards a third time and passed.

PENSIONS COMMUTATION ACT AMENDMENT.

This Bill was read a second time, and afterwards a third time and passed.

CRUELTY TO ANIMALS.

The Commons' amendments to this Bill were agreed to.

BOW-STREET POLICE-COURT (SITE).

This Bill was read a third time and passed.

EXPIRING LAWS CONTINUANCE.

This Bill was read a third time and passed.

LEGAL PRACTITIONERS.

This Bill was read a third time and passed.

SUEZ CANAL (SHARES).

This Bill was read a third time and passed.

WAR DEPARTMENT AND POST OFFICE (REMUNERATION, &c.).
This Bill was read a third time and passed.

CONSOLIDATED FUND (APPROPRIATION).

This Bill was read a third time and passed.

APPEALS.

The LORD CHANCELLOR moved that the House do meet on Tuesday, the 21st day of November next, for the purpose of hearing and determining appeals and matters connected therewith, pursuant to the provisions of the Appellate Jurisdiction Act, 1876.—The motion was agreed to.—The LORD CHANCELLOR also moved several standing orders applicable to all appeals presented to the House on and after the 1st day of November, 1876.—The motion was agreed to.

CROSSED CHEQUES.

The Commons' amendments to this Bill were agreed to.

ROYAL ASSENT.

Aug. 15.—The Royal assent was given by commission to the following Bills:—Consolidated Fund (Appropriation), Exhausted Parish Lands, Poor Law Amendment, Agricultural Holdings (England) Act, 1875, Amendment, Police Expenses Act Continuance, Legal Practitioners, Suez Canal Shares, War Department and Post Office (Remuneration, &c.), Crossed Cheques, Juries Procedure (Ireland), Notices to Quit (Ireland), Merchant Shipping, Elementary Education, Pollution of Rivers, Municipal Privileges (Ireland), Sheriff Courts (Scotland), Expiring Laws Continuance, Cruelty to Animals, Pensions Commutation Act Amendment, Chairmen's Jurisdiction (Ireland), Norwich and Boston (Corrupt Voters), Erse Lough and River, Ardglass Harbour, Bow-street Police-court (Site), Tramways (Ireland) Act Amendment (Dublin), Local Government Board's Provisional Orders Confirmation (Artisans' and Labourers' Dwellings), Elementary Education Provisional Orders Confirmation (London), East Cornwall, Llandadno Improvement, Southern Railway, and London and Tilbury, Dartford, and Kent Coast Junction Railway.

QUEEN'S SPEECH.

The Queen's Speech was read by the LORD CHANCELLOR. The portion relating to legislation was as follows:—

"My Lords and Gentlemen,

"The Act which you have passed for the amendment of the laws relating to merchant shipping will, I trust, promote the safety of our ships and seamen, without imposing unnecessary restrictions upon the conduct of a service in the prosperity of which our national interests are in so many ways involved.

"The measure for making further provision respecting the elementary education of the country is one of great importance, and will complete the work on which successive Parliaments have for many years been engaged, by securing a due attendance at school of the children for whose benefit the means and the machinery of education have been so largely supplied.

"I have readily given my assent to a Bill for facilitating the regulation and improvement of commons, and for making such amendments in the Enclosure Acts as will, I hope, tend to the preservation of open spaces in the neighbourhood of large towns and to the increase of the health and comfort of my people.

"The serious evils arising from the pollution of rivers have long been the subject of public complaint, and I rejoice that you have passed a measure which, by checking those evils, will improve the sanitary condition of the country.

"I have observed with much satisfaction the arrangements which you have made for maintaining and increasing the efficiency of the tribunal of ultimate appeal for the United Kingdom, by which, at the same time, the Judicial Committee of my Privy Council and my intermediate court of appeal will be improved and strengthened.

"I anticipate the best results from the Act which you have passed providing safeguards against painful experiments upon living animals.

"I regret that pressure of other business has prevented the completion of your labours upon several measures of much importance. Among these I specially notice the Bills relating to the Universities of Oxford and Cambridge, to the administration of prisons, and to the law affecting maritime contracts. I trust, however, that the attention which you have given to these questions in the past session may facilitate their settlement in the next."

HOUSE OF COMMONS.

Aug. 10.—APPROPRIATION.

This Bill passed through committee.

NORWICH AND BOSTON CORRUPT VOTERS.

This Bill passed through committee.

BOW-STREET POLICE-COURT (SITE).

This Bill was read a third time.

CHAIRMEN'S JURISDICTION (IRELAND).

This Bill passed through committee.

LOCAL LOANS (IRELAND).

This Bill was withdrawn.

PUBLIC RECORD OFFICE.

This Bill was withdrawn.

JURIES (DUBLIN).

This Bill was withdrawn.

CONSOLIDATED FUND (APPROPRIATION).

This Bill was read a third time.

CRUELTY TO ANIMALS.

The House went into committee on this Bill. Clauses 1 and 2 were agreed to.

On clause 3, Mr. LOWE moved the insertion of words confining the Secretary of State's certificate to persons who had not received a regular medical education.—On a division the amendment was negatived by 82 to 27.—The clause was added to the Bill.

The remaining clauses were agreed to with certain amendments.

Mr. CROSS moved a new clause to the effect that no prosecution against a licensed person should be instituted except with the assent in writing of the Secretary of State.—The clause was read a second time.

Mr. CROSS moved another new clause providing that the Bill should not apply to cold-blooded animals.—The clause was read a second time.—Mr. W. E. FORSTER moved to substitute the word "invertebrate" for "cold-blooded."

On a division the amendment was carried by 57 to 20.—The clause as amended was added to the Bill.

Mr. LOWE moved a new clause imposing a penalty not exceeding £100, or imprisonment for three calendar months' for torturing animals where there is no experiment.—On a division the clause was rejected by 51 to 23.

The Bill passed through committee.

Aug. 12.—PENSIONS COMMUTATION ACT AMENDMENT.

The Bill passed through committee, and was also read a third time and passed.

CRUELTY TO ANIMALS.

The report of amendments to this Bill was agreed to, and the Bill was read a third time and passed.

MERCHANT SHIPPING BILL.

On the order for the consideration of the Lord's amendments to this Bill, Mr. MACIVER moved the rejection of the Bill.—The amendment was withdrawn, and the House then proceeded to consider the Lord's amendments to the Bill.—Several of the amendments of a verbal character having been agreed to, Sir C. ADDERLEY moved that the House should agree with the amendment made by the Lords in the clause relating to the liability of the Board of Trade for costs where a ship had been provisionally detained. The Lords had inserted words limiting the liability of the Board of Trade to cases in which "there was not reasonable and probable cause, by reason of the condition of the ship or the act or default of the owner, for the provisional detention of the ship."—On a division the amendment was agreed to.—Sir C. ADDERLEY moved that the House agree with a new clause inserted by the House of Lords, after clause 17, in order to provide that, as far as the question of survey was concerned, foreign passenger ships calling at English ports should be placed under the conditions which applied to English ships calling in foreign ports.—After some verbal amendments had been made in the clause, Mr. E. SMITH moved that the House disagree with the clause.—On a division the amendment of Mr. SMITH was rejected by 49 to 36.—The clause, as amended, was agreed to.—Sir C. ADDERLEY moved that the House agree to clause C, which allows deals, battens, or other light wood to be carried on deck to a height not exceeding three feet.—On the motion of Mr. PLIMSOLL, the clause was amended so as to come into operation in November, instead of January next.—Mr. PLIMSOLL also moved the omission of the words allowing three feet to deals, battens, or other light wood to be carried on deck.—On a division the amendment was rejected by 55 to 29.—The Lords' amendment was agreed to on a division by 49 to 29.—The Lords' amendment relating to the coasting trade was disagreed from, and the remaining amendments were agreed to.

ELEMENTARY EDUCATION PROVISIONAL ORDERS CONFIRMATION (LONDON).

The House went into committee on this Bill, when the clauses were agreed to, and the Bill passed through committee.

The Bill was read a third time and passed.

Aug. 14.—CROSSED CHEQUES.

Mr. HUBBARD moved that this Bill be re-committed.

The ATTORNEY-GENERAL moved that the Bill be re-committed for the purpose of making alterations in clauses 4, 5, and 12.—The latter motion was agreed to.

The ATTORNEY-GENERAL proposed, in clause 4, line 24, to insert, after the word "banker," the words "and either with or without the words 'not negotiable.'"—The amendment was agreed to.

The ATTORNEY-GENERAL proposed, in clause 5, to insert "where a cheque is crossed generally or specially the lawful owner may add the words 'not negotiable.'"—The clause, as amended, was added to the Bill.

On clause 12 the ATTORNEY-GENERAL proposed to add, after the word "cheque," the words "crossed generally or specially, and bearing, in either case, the words 'not negotiable.'"—The amendment was agreed to, and the clause, as amended, was added to the Bill.

Mr. BUTT moved the omission of the last paragraph in clause 12.—On a division the amendment was rejected by 61 to 16.

The Bill was read a third time and passed.

ELEMENTARY EDUCATION.

The Lords' amendments to this Bill were agreed to.

POLLUTION OF RIVERS.

The Lords' amendments to this Bill were agreed to.

TOLL BRIDGES (RIVER THAMES).

This Bill was withdrawn.

PARLIAMENTARY AND MUNICIPAL REGISTRATION (BOROUGH).

This Bill was withdrawn.

MUNICIPAL PRIVILEGES (IRELAND).

The Lords' amendments to this Bill were agreed to.

The Vacation Sittings.

CHANCERY DIVISION.*

(Before FIELD, J.)

Aug. 15.—*Re Portland Cement, &c., Company.*

Winding-up petition—Irregular advertisements—Companies Acts—Gen. Ord. 1862, rr. 2, 53.

A winding-up petition which ought to have been advertised in two local papers had been advertised in two London papers instead. Leave was given to issue fresh advertisements, and post-date an order which had been previously made by consent.

The registered office of this company was at Wareham, in Dorsetshire, but its business was, in fact, carried on in London. A petition was presented and a winding-up order made by consent, but the petition had only been advertised in the *London Gazette* and two London daily papers, under the mistaken impression that it was a London company.

Whitehorn, now stated that, under Gen. Ord. 1862, r. 2, the advertisements ought to have been inserted in the *Gazette* and in two local Dorsetshire papers, and applied *ex parte* in the alternative, either that the advertisements might be dispensed with under Gen. Ord. 1862, r. 53, or that fresh advertisements might be regularly inserted and the order post-dated so as to bear date seven days after the new advertisements.

FIELD, J., said he thought the latter would be the safer course.

Solicitors, *Wilkins & Blyth*.

Lewes v. Barnett and another.

Writ of attachment—Notice—Judicature Act, 1875, ord. 41, r. 2—Substituted service.

On an *ex parte* application for a writ of attachment for disobedience of an order for payment into court, which was not served until the time fixed for payment had expired, a supplemental order fixing a new time for payment was made.

In this case an order had been made by Malins, V.C., and affirmed by the Court of Appeal, for the defendants to pay £2,000 into court on or before the 26th of July last. On the 3rd of August leave was given to effect substituted service of the order on an affidavit that the defendants were keeping out of the way to avoid service, and substituted service was effected on the 6th of August. The money not having been paid into court, Malins, V.C., on the 8th of August, gave leave for a writ of attachment to issue. Both on the 3rd and 8th of August, the fact that the date fixed for payment in had passed was overlooked, and the registrar declined to draw up the order for a writ of attachment.

Oswald, now moved *ex parte* for leave to issue a writ of attachment notwithstanding the mistake. Under the old practice a writ of attachment could be issued on an *ex parte* application, and the only reason for the provision in ord. 41, r. 2, was that the defendant might know a writ was to be applied for. He submitted that in this case the defendants had had quite sufficient notice, and asked that a writ might issue at once. He would also ask in the alternative for a supplemental order fixing Monday next for the payment in, and leave to effect substituted service of such order, and of any notice of motion for an attachment which might be necessary in consequence of disobedience of the order.

FIELD, J., made a supplemental order fixing Monday

* Reported by H. GREENWOOD, Esq., Barrister-at-law.

next, and gave leave to effect substituted service as asked.
Solicitor, *Fred Heritage*.

Sutton v. Barnet Local Board.

Injunction against nuisance granted on *ex parte* application.

In this case, *Bosanquet*, for the plaintiff, moved *ex parte* for an interlocutory injunction to restrain the defendants from pouring sewage into a brook which runs through the plaintiff's fields. FIELD, J., said such a motion ought to be made on notice.

Bosanquet, replied that if notice had been given the application could not have been made till next Tuesday, that there was already an intolerable nuisance, and that a week's delay in the present state of the weather might occasion irreparable injury to health.

FIELD, J., made an *interim* order for an immediate injunction.

Duddy v. Duddy.

Administration action—Receiver and manager—Administratrix.

Motion for the appointment of a receiver and manager of an intestate's estate (which was being administered by his widow under the direction of the court) refused with costs.

This action was commenced by infant children (by their uncle as next friend) against their mother, as administratrix, for the administration of their father's estate, and the usual administration order was made on the 31st of March last. The intestate's estate consisted (*inter alia*) of two leasehold hop farms, both of which were in the hands of the administratrix, who resided at one farm and employed a bailiff at 12s. a week to superintend the management of the other. The plaintiffs now moved for the appointment of a receiver of the estate and a manager of the two farms, on the ground that the farm on which the defendant resided was five miles distant from the other, and that she had little or no knowledge of farming. The person whom the plaintiffs proposed as manager was the defendant's son-in-law, and he resided nine miles from one of the farms and ten from the other. There were conflicting affidavits as to the fitness of the defendant to manage the farms; but the evidence showed that she had hitherto carried on the farming business at a profit, and that no complaints of mismanagement had been made to her. In one of her affidavits she said, "Since my husband's death I have resided at the farm house at Rooke Farm, I have no means of support nor any property other than what I am entitled to from and out of the estate of my late husband as his widow, and I can reside and maintain myself and the younger members of my family at considerably less cost at the farm-house than elsewhere."

A. G. Marten, Q.C., and H. Walters Horne, for the motion, contended that the paragraph above cited was a virtual admission of insolvency, as the one-third to which the defendant was entitled was her sole property, and was not sufficient security for the two-thirds to which the plaintiffs were entitled. The court would restrain an insolvent executor or administrator from dealing with the assets, and would appoint a receiver: Williams on Executors, 6th ed. vol. 1, p. 267. Though the proposed receiver and manager lived three or four miles farther away than the defendant, it was much easier for a man to travel about and superintend farming operations than a lady. The defendant was expending the estate for the maintenance of the infant children. They also contended that the bailiff was incompetent to manage the outlying farm. At any rate the plaintiffs represented the larger proportion of the estate, and were entitled to have it secured.

Walter, Q.C., and Freeman, for the defendant, were not called upon.

FIELD, J.—I do not think a sufficient case is made out to justify me in taking the management of the estate out of the hands of the person legally entitled to it.

Marten.—I presume your lordship will allow the costs to be costs in the action.

FIELD, J.—No; the motion will be refused with costs.

Solicitors for the plaintiffs, *Horne & Hunter*.
Solicitors for the defendant, *Rogerson & Ford*.

Wilkes v. Saunior.

Injunction—Mortgage of ship—Order for redemption—Fund in French court.

On motion for an injunction to restrain a mortgagee of a ship from exercising his power of sale, part of the debt having been paid into court in an action in France, an order for redemption in the usual form was made upon the plaintiff undertaking to bring an additional sum into court and to give security for costs.

The following were, shortly, the facts in this case:—

The plaintiff mortgaged a ship to X. to secure repayment of £1,000, which was also collaterally secured by bills of exchange, one of which was accepted by the defendant and the other by a person of the name of Wigdall. The defendant paid his bill; and Wigdall's, having been renewed, got into the hands of the defendant, who also took a transfer of the mortgage.

The defendant then sued the plaintiff's French managers in a French court upon a cross-acceptance of theirs which he held, and the defendants in that action paid £400 into the French court. The defendant, without taking this money out of court, threatened to sell the ship, and the present action was brought to restrain him.

W. Cooper Willis, for the plaintiff.

Phillimore, for the defendant.

FIELD, J., on the plaintiff undertaking to bring £100 into court within twenty-four hours, and to give security for costs in the usual manner, made an immediate order for redemption, without prejudice to costs, which, together with any question of damages, were reserved. In the meantime, the defendant would be restrained from proceeding to a sale, and both parties must concur in any steps which might be necessary to obtain payment to the defendant of the money in the French court.

Solicitors for the plaintiff, *Keene & Marsland*.

Solicitor for the defendant, *Sidney Chapman*.

Re Dunraven and Adare Coal and Iron Company (Limited).

Right of set-off—Joint and separate debts.

Two joint-petitioners were ordered to pay the costs of an unsuccessful winding-up petition. One of them claimed to set off these costs against a separate debt due to him from the company. The solicitors of the company threatened to issue execution for the amount of costs as taxed. A motion for an injunction to restrain them was refused with costs.

Messrs. Huxham & Morrell presented a petition for a winding-up order in this matter, which was dismissed with costs on the 5th of October, 1875. The petitioners appealed, and their appeal was dismissed with costs on the 18th of November, 1875.

Messrs. Stibbard & Cronshey acted as solicitors to the company, and their costs were taxed at £90 5s.

The company was subsequently ordered to be wound up upon another petition, and Messrs. Bell, Brodrick, & Gray were appointed solicitors to the official liquidators. Mr. Huxham then brought in a claim against the company for £170 12s. 6d. costs due to him under an award, and claimed to set off the costs due by himself and Mr. Morrell *pro tanto* against this claim, offering to receive a dividend on the balance.

Messrs. Stibbard & Cronshey gave the solicitors of Huxham & Morrell notice not to pay the costs to the official liquidator, and gave notice to the official liquidator that they claimed a lien on the orders for their costs. They also took out a summons in the liquidation, asking that Messrs. Morrell & Huxham might be ordered to pay these costs to them, and that no right of set-off should be allowed, but the summons was adjourned over the long vacation. On the 5th of August Messrs. Stibbard & Cronshey wrote to Messrs. Morrell & Huxham's solicitor asking for a cheque for the amount of their taxed costs, and on the 7th of August wrote to Messrs. Morrell & Huxham threatening to issue execution unless they were paid forthwith.

Bradford, for Morrell & Huxham, moved for an injunction to restrain them from issuing execution until the question of the right of set-off had been determined.

Northmore Lawrence, *contra*.

FIELD, J., refused the motion, with costs.

Solicitors, *Walter Webb*; Stibbard & Cronshey.

Courts.

THE RAILWAY COMMISSION.*

April 19; May 12.—*Greenop and others v. The South-Eastern Railway Company.*

Carrier—Undue preference—Special agreement—Through rate—Railway and Canal Traffic Act, 1854, s. 2.

The South-Eastern Railway Company entered into a special agreement with Messrs. F., by which the latter guaranteed to send between Boulogne Quay and London, by South-Eastern Railway Company's steamers and railway, 850 tons of goods each calendar month. In consideration of that agreement the South-Eastern Railway Company allowed Messrs. F. a rebate of fifteen per cent. off their tariff of station to station rates, exempted them from a landing charge at Folkestone of 4d. a package payable to the railway company on goods of particular descriptions, and charged them from 6d. to 1s. less than others on parcels exceeding 56lbs. in weight.

Held, that, as there were circumstances which enhanced the value to the company of the guarantee of quantity, and compelled Messrs. F. to incur considerable expense and labour to earn the allowance, and as the company had always been ready to make a proportionate allowance for a smaller amount of traffic to any one giving a guarantee similar (except as to amount) no injunction would be granted.

The South-Eastern Railway Company carried goods at agreed through rates between Paris and London, as to which the railway company undertook for the fixed amount paid every kind of service and charge incidental to the transit from point to point. The sum paid included clearing the goods in the Custom House, which was done by the railway company's servants, or if done by Custom House agents (such as the applicants) no rebate was allowed by the railway company.

Held, that the plan of delivering goods between Paris and London at one fixed sum for the entire service, and free of any intermediate charges, was a great convenience to the public and did not involve any infringement of the Railway and Canal Traffic Act, 1854.

Semble, if a trader is able and engages to supply traffic with regularity and in certain quantities for the accommodation of a railway company, so that a lower rate in his case is as remunerative to the company as a higher rate on similar traffic in the case of others, such an arrangement is not an inequality within the Railway and Canal Traffic Act, 1854.

This was an application by J. T. Greenop and others to the Railway Commissioners for an order enjoining the South-Eastern Railway Company to desist from giving an undue preference to Messrs. Flageollet Frères. One of the applicants (J. D. Thorn) also complained that the railway company unduly preferred themselves in employing their own clerks for clearing certain goods through the Custom House at the tariff rate, as they allowed no rebate when the service was performed by the applicant or other Custom House agent.

Minter (solicitor), appeared for the applicants.

E. C. Willis, for the defendants.

The facts of the case sufficiently appear in the following judgment of the Railway Commissioners:—

Tax Court.—The applicants in this case complain that the South-Eastern Railway Company charge them higher rates than are charged to Messrs. Flageollet Frères for carrying goods and parcels between Boulogne and London *via* Folkestone. The respondents, the South-Eastern Company, carry traffic by sea as well as on their railway, and they own and work the steamers which run between their coast terminus at Folkestone and Boulogne. The applicants are Custom House and forwarding agents at Folkestone. Goods are shipped to them by their correspondents at Boulogne, booked through to London, and the applicants, as the consignees of the goods at Folkestone, clear them through the Custom House, forward them on to London, and pay the company their tariff rates for the through sea and land carriage. Messrs. Flageollet also book goods locally from Boulogne to London, and they have their own agency at Folkestone to do the Custom House and other work in respect of these goods. The complaint is that these goods are carried by the South-Eastern Company at reduced rates, and that Messrs. Flageollet are allowed a rebate of fifteen per cent. off the company's tariff of station to station rates, that they are exempt from a landing charge at Folkestone of 4d. a package payable to the company on goods of particular descriptions, and that on

parcels exceeding fifty-six pounds in weight they pay from 6d. to 1s. less than others, the maximum of the parcels scale in ordinary being 3s. 6d., but to them only 2s. 6d. The company admit making these allowances in favour of Messrs. Flageollet, but they say that they make them by reason of their having a special agreement with Flageollets, under which Flageollets "guarantee to send between Boulogne Quay and London, by the South-Eastern Company's steamers and railway, 850 tons of goods each calendar month, dating from June 1, 1867," and they maintain that in view of that agreement the preferences given are not undue nor in amount disproportionate to the value to a railway and steamboat company of having the conveyance of such a quantity of traffic guaranteed to them.

Messrs. Flageollet's traffic is sent with regularity and in quantities fully answering to their engagement, and if a person was able to supply traffic under such arrangements for the accommodation of a railway company, as that a lower rate in his case was as remunerative to the company as a higher rate on similar traffic in the case of others, we should probably not consider that the inequality came within the statute, the 17 & 18 Vict. c. 31. Here it is not suggested that the traffic of Messrs. Flageollet is carried by the railway company at any less cost per ton per mile than the traffic of the applicants, and all that is said on the subject of diminished cost is that in clerks, and in labour in unloading and dealing with Messrs. Flageollet's goods at the Bricklayer's Arms Station, the assistance their people gives saves the railway company, in the opinion of their general manager, about 1s. per ton as against the applicants, representing from five to six per cent. upon the actual rates. But the respondents put forward other grounds as those on which they mainly rely. It appears that for the conveyance of goods between Boulogne and London they have to compete with the General Steam Navigation Company, and they consider that a customer who engages to send a large quantity of traffic by their route *via* Folkestone, instead of by the route with which theirs is in competition, may properly be given in return advantages not extended to those who, like the applicants, decline to enter into any stipulation of that kind. They observe also that the goods sent from Boulogne to London are for the most part brought to Boulogne from a distance. In the case of Messrs. Flageollet's goods they are collected in different towns of France, where Messrs. Flageollet have offices and agencies to collect goods for transmission to London, and it is contended that as Dieppe, and Havre, and Calais are not less convenient than Boulogne, as points of departure from France for such traffic, and Messrs. Flageollet might employ the Brighton line and the lines of other companies for its conveyance, an undertaking by them to send *via* Boulogne is a valid consideration for advantages being granted to them for doing so. But not only do we not know what proportion of the goods Messrs. Flageollet send by Boulogne might be influenced in the course they take by the competition of other railways with more facilities in point of distance or otherwise, but we doubt also whether a distinction between parties using the same railway, and forwarding traffic by it in exactly the same manner, could be upheld on the ground that they are differently circumstanced in respect of their control over the traffic, prior to its being forwarded by the particular railway. At the same time we think the circumstances bearing on the origin of the goods and the place whence they are first despatched enhance the value of the guarantee of quantity, and that the necessity, as to which there seems no doubt, of collecting the goods from a distance, makes it not unreasonable that favourable terms should be offered to those who are willing to bind themselves to go to considerable expense and preparation to earn the preference, and as a proportionate reduction of the company's tariff is offered for any smaller amount of traffic for which a guarantee is given, we do not think, on the whole, and regard being had to the competition from Boulogne, that we ought in this case to interfere, but it will be without costs that the injunction will be refused.

One of the applicants, Mr. Thorn, besides joining in the application we have been considering, complains separately that the South-Eastern Company carry in certain cases at rates which include Custom House agency, and that they give themselves an undue preference in allowing the clearing, in these cases, to be done only by their own servants, or, if done by the applicant or any other Custom House agent, refusing any rebate. This

* Reported by W. H. MACNAMARA, Esq., barrister-at-law.

seems to have reference to goods carried at agreed through rates between London and Paris, as to which the railway companies undertake, for the fixed amount paid, every kind of service and charge incidental to the transit from point to point. There is no doubt that Custom House agents have no opportunity of earning commission upon goods carried in this manner, but the plan of delivering goods between London and Paris at one fixed sum for the entire service, and free of any intermediate charges, is a great convenience to the public, and we do not see that it involves any infringement of the Traffic Act. The application, therefore, on this separate point will not be granted. Solicitor for the defendants, *W. R. Stephens*.

PARLIAMENTARY AGENTS.

ON Friday, the 11th inst., in the House of Lords, Lord KENEDALE moved that until the House should make further orders in accordance with the report of the Select Committee on Parliamentary Agency, agreed to by the House on July 28, certain rules should be observed by the officers of the House, and by all parliamentary agents and solicitors engaged in prosecuting proceedings in the House of Lords upon any petition or Bill. These rules, he said, had long been adopted by the other House of Parliament, though their lordships had never before had any orders on this subject, and it would be well to adopt the same rules, so that both Houses might stand on the same footing until some further regulations were made in accordance with the report of the select committee. Solicitors throughout the country seemed to wish it to be understood that anybody might undertake the duty of conducting a private Bill through Parliament. Now, this was the greatest possible mistake. The special knowledge and training of a solicitor afforded very little guide in the work of a parliamentary agent. It was necessary that a man should have studied and should be accustomed to that work. Up to 1837 the duties of parliamentary agents were performed exclusively by the clerks of both Houses. During the railway mania the private business of Parliament increased so much that it became impossible very largely to leave it to the clerks, who accordingly received the option of remaining as clerks or of taking a separate office as parliamentary agents. Many of them accepted this office, and most efficiently had they performed their duties. Not one of these gentlemen was a solicitor, and, but for the special knowledge they possessed, it was impossible that the enormous private business could have been properly got through. He wished it to be understood that Parliament had no object in wishing to limit the number of parliamentary agents, or to restrict admission to the roll, except the object of facilitating the work which came before Parliament, and especially of benefiting the suitors. There was no greater mistake in parliamentary business than to intrust it to inexperienced agents. The expense to suitors was thereby enormously increased, while the trouble to both Houses was also increased, and the duty was in every way inefficiently performed. Only those who were accustomed to parliamentary business could express a trustworthy opinion on this point; and though he did not like to claim any knowledge which was not shared by other persons, he thought that a quarter of a century's experience entitled him to express the opinion that, for the sake of suitors in Parliament, it was of the greatest possible importance that Parliament should, if they could, create a body of competent persons to transact the private business, leaving it open to others to come in if they qualified themselves for the work. He did not like to see the belief spread that the proposals of the joint-committee on this subject were hard and objectionable. There was no wish to propose hard rules. The object was that suitors in Parliament might know to whom they could properly intrust their work, and be hoped that next session both Houses would come to some resolution which would put the matter upon a proper footing.

The resolutions embodying the rules were agreed to.

NOTES OF CURRENT GERMAN LAW.

STRIKING proofs of the tendency of all modern legislation to harmony of views and identity even of positive rules, are to be found in the new laws of the German empire respecting personal status and the marriage relation, which took effect on the 1st of January, 1876. They not only transfer the whole system of registration of births, marriages, and deaths to the civil authorities, and make marriage dependent for its validity merely upon the civil contract, and do away with many of the old canonical impediments, but they abolish the "divorce from bed and board." Wherever the divorce *a mensa et thoro* has heretofore been granted, there shall hereafter be a full divorce *a vinculo*.

Another law taking effect at the same time, changes the age of majority from that heretofore observed in all civil law countries, to the one so familiar to us in England and America, twenty-one years. The marriage law above referred to introduces a new period of "majority for marriage purposes," viz., the age of twenty for males, and of sixteen for females.

But even changes of positive legislation, perhaps, do not promise so much for the profitable comparison of various systems, and for the science of comparative jurisprudence, which may be hoped for, one day, as its result, as do the present tendencies on all sides to treat the material law in a common scientific method. While our common lawyers are making some little effort at a more systematic and orderly classification of their great stores of adjudged cases, the Germans, on the other hand, have made a marked advance toward the recognition of such cases as the true foundation of a scientific jurisprudence. It is, indeed, a mere vulgar error on the part of some of our own writers to suppose that the doctrine of "precedent" is peculiar to English law, and that the civilians ignore previous decisions entirely. The great collections of such decisions in every century, from that of the glossators down, are enough to refute this delusion. Still it is true, that until very recently their use on the Continent has been chiefly confined to practical lawyers, and that the jurists who have taught law and written upon it rarely condescended to quote a decision. The recent change in this respect will be evident to any one who will compare such a work as the "*Pandekten*" of Windscheid (the present distinguished successor of Vangerow at Heidelberg) with similar works by even so recent jurists as Puchta, Savigny, &c. In the German legal periodicals it is not uncommon now to see discussions of legal doctrine fully illustrated by references to the "*Archives*" and other collections of recent decisions; and most of these periodicals devote a considerable part of their space to such "reports," or "digests," as they may not improperly be called. Many of them are exceedingly well done, and American reporters and writers of opinions could learn useful lessons of brevity, directness, and point from them. They seem to have gained in these respects within a century as much as English and American reports have lost within the same time. It is interesting to compare such a series, for instance, as Souffert's with the *Meditationes ad Pandectas* of Leyser, which answered the purpose of reports in the eighteenth century. But we must not digress for this purpose now. Many of the decisions recorded in Souffert are directly in point upon the questions most discussed in our courts; and while we have no desire to add to the already extravagant number of "authorities" heaped up in the briefs of ambitious young lawyers, anxious to show their learning, or industrious in copying foot notes—yet we venture to think that private study could often be much worse employed than in comparing these decisions with our own, and in weighing the apparent or real discrepancies in the various *rationes decidendi*.

At all events, where such a doctrine as that of "mistake of law" has been adopted bodily from the civil law, and has led to so much confusion in the attempt to adapt it to its new surroundings, there can be no objection to seeking its rational explanation in the jurisprudence from which it was originally borrowed. A case in the last number of Souffert's *Archiv* seems to us well worth notice in its bearing on this much mooted question. It holds that the essential question in all cases of mistake is whether the mistake is excusable or not; and that the common rule by which mistakes of fact are to be excused, and mistakes of law not, must be interpreted with reference to this. It is not to be presumed that every man can know all the

circumstances of fact by which he is surrounded, and therefore when he asks relief against a mistake of fact he receives it, if the mistake was not due to his own negligence. But in regard to mistakes of law the presumption is different, since every one is presumed to know the law, and in cases of doubt can seek advice from counsel. Still there are cases even here in which a person may be ignorant of a rule of law, or may mistake the true effects of such a rule, without being guilty of such negligence as deprives him of the right to relief. Under such circumstances a mistake of law should no more prejudice the maker than a mistake of fact.

In other words, the German court would state the rule thus: Relief against mistakes must depend ultimately on the question whether the party is to blame for them or not. In mistakes of fact he presumably is not to blame (a real mistake being shown), and, therefore, is to be relieved. In mistakes of law he presumably is to blame, but even here may counteract this presumption by showing that his mistake was excusable, and may then be relieved. Of the countless pages in our reports on this vexed question, we know none that contain a better solution of it on principle than this very simple one.

Another case in the same court, also on a question of mistake, is worth comparing with several recent decisions of our American courts on precisely the same question. Will a policy of life insurance be avoided by a mistake of the insurer as to the condition of health of the insured at the time? It was argued for the insurer that such a mistake affected the subject-matter of the contract, and that therefore the contract itself was void, there being no real meeting of minds. But the court held that it was only a mistake as to the motives for entering into the contract, and therefore did not affect the contract itself, unless there was fraud or improper concealment of the facts by the insured. It will be noticed that no technical doctrines of warranty, &c., figure in the grounds of the judgment, but it is decided on the common rules of contract.

When a life insurance company has paid a policy on the life of a man killed by the negligence or misconduct of another (or of a railroad company, &c.), can it recover the amount from him who is legally responsible for the death? This question has been recently before the Supreme Appellate Court of Berlin, and by them is answered in the negative. The right to compensation in such cases belongs only to those who have some interest in the thing destroyed, not to those whose loss grows out of a mere contract. And the principles by which, in other cases of insurance, the insurer may succeed to the rights of the party whom he has indemnified, has no application to life insurance, which is not a contract of indemnity at all.

The court at Leipzig, already quoted, has decided that the German law of June 7, 1871, which makes railroad companies responsible for all deaths not caused by *vis major* or the party's own fault, creates a purely statutory obligation, and not one *ex delicto*, and, therefore, that the company is responsible for the deaths of passengers caused by accident not coming under the head of *vis major*.

Thoughtful students of politics and constitutional law have long appreciated the value of the lessons to be derived from the "Holy Roman empire of the German nation," for all peoples which, like the United States, were trying the experiment of dual sovereignty. Under the greatest diversity of outward forms, it was seen that the questions raised and the issues discussed or fought out between the Emperor and the princes claiming territorial sovereignty were the same, in principle, with those which have so agitated the first century of the American Union. Perhaps the lesson was none the less instructive, if rightly studied, because the course of events in the two countries has been so different—the older nation falling to pieces in a course of long decay by the growth of the rights and powers of the component parts, until they became in reality independent States, while in the younger the centripetal forces have always kept the upper hand and have gone far—as some think even too far already—towards welding thirteen independent States, with their accessions, into a single nation. But be this as it may, it is certainly very interesting to see, in the revived German empire, legal problems working themselves out which present a remarkable analogy to those so familiar to the American bar of the present day, in respect

to the division of jurisdiction between the State and federal courts. An article in the last number of the *Deutsche Juris-Zeitung*, discusses the proposed laws by which the jurisdiction of the imperial and territorial courts respectively is to be fixed. The article is too long to translate, and some parts of it would have little interest or meaning for the American lawyer, as, for instance, the difficulties caused by the distinction between judicial and administrative jurisdiction, which our law and the English get rid of by entirely ignoring the latter. On the other hand, the new laws will abolish entirely those ecclesiastical and patrimonial jurisdictions which form so strong a contrast with our American notions of judicial power, and will declare that "all courts belong to the State," in words that we should readily accept, though the principle is so familiar to us that we hardly think of expressing it. Some very curious examples are given of the state of things which this change will destroy. In certain provinces of Hesse Darmstadt, for instance, all matrimonial causes were heard, in the first place, in the bishop's court of Mayence; then on appeal before the Archbishop of Freiburg; and finally, in the third instance, before the Pope—no one of the tribunals belonging to the country in which the cause arose, and whose citizens were the litigants! In Prussia it was the private right of an individual, the Prince of Wied, to appoint a considerable number of district judges.

But passing from relics of the middle ages like these, which are mentioned here only to illustrate the superficial difference of the two systems of jurisprudence, we find their essential sameness when we come to the important question of the relations between the two sets of courts—those of the empire and those of the states. Here an American lawyer finds himself on familiar ground. In words even briefer and more pregnant than those which make the federal constitution, laws, &c., "the supreme law of the land," the German law starts with the principle that "the law of the empire overrules the law of the State," and it may be worth our while to compare briefly the rules by which this precedence is maintained in practice, with the well-known provisions of our own Constitution and Judiciary Act.

The first difference that strikes us between the German and American systems is one of great importance—one that expresses much in a few words. With us the rules of procedure are fixed by the States, and the federal courts for the most part conform to them. In Germany the whole code of procedure, including the rules of evidence, is of imperial origin, and the territorial courts have only to follow. Any lawyer who has studied ever so little the history of his art, can foretell what in the course of time must be the results of either rule. The power that controls procedure will, in the end, shape the entire law; and in this view the changes that have of late been made in the course of federal legislation on the subject may prove to be but the thin end of the wedge. But this is aside from our proper subject, and we do not mean to discuss here the question whether uniformity of procedure for all American courts would be desirable or not. In Germany the advantage, not to say the necessity, of the rule, is probably beyond all dispute.

The rule, by-the-way, applies only to the "ordinary" as distinct from the extraordinary or special (*besonderem*) practice; a distinction we cannot stop to explain in detail, but which may be roughly compared to our familiar distinction between "actions" and "special proceedings." Now the different States of the empire have power by legislation to convert ordinary into extraordinary jurisdiction. Is there not here a means by which the control of the empire might be evaded, if a State were strong enough to make the experiment?

The chief guarantee of the supremacy of the laws of the entire body—union or empire—short of physical force, must always be in the ultimate power of appeal. And it is just here that the German system seems to us to be weakest in comparison with the American. We miss any such effective provision as allows any decision unfavourable to the powers of the Union to be taken into its highest appellate court, a provision matchless for purposes of defence, while confining that court to its legitimate sphere as well as any mere form of words can do it. The chief object of the German law seems to be to secure harmony and consistency in the theoretical ex-

position of the law, not to maintain its practical power. This is effected by the process of *revisio in jure*, somewhat analogous to our common law writ of error, but still more so to the French process of *cassation*. It is not an appeal, for it has nothing to do with the correctness or incorrectness of the decision below upon matters of fact. There is not even any such device as that familiar to English lawyers, by which a question of fact is turned into a question of law, by means of a motion for new trial, &c. The revision is based entirely on the assumption that the judgment of the lower court is inconsistent with a statute or a settled rule of law. And in the German system of law, this must be a rule common to the whole empire, or the imperial courts cannot take cognizance of the *revisio*. If the rule is one peculiar to a single State, then the highest court of that State has final jurisdiction of the case. The analogy with our rule as to the interpretation of State constitutions, laws, &c., is here evident. But suppose the State rule itself is inconsistent with that observed by the higher power? Or to express it more consistently with German ideas, suppose a rule recognized only within the territory of a single State is of such importance in its bearings on the whole theory of law that its proper interpretation is of consequence to the entire empire? The provision against this difficulty is very characteristic of the entire system. The Emperor and his council can provide by ordinance that in such cases the imperial courts have jurisdiction, although the rule is a local one. It is also very characteristic that—for the sake of symmetry, we suppose—they may also provide that those courts shall not have jurisdiction of rules extending beyond any single local jurisdiction, when they are so trivial that their uniform interpretation is a matter of no importance. One cannot but be struck here with the difference in the point of view from which the two systems are regarded, and we might almost say constructed. The German regards it as the first object that the law should be a uniform and consistent system. The Anglo-American is comparatively indifferent to theoretical symmetry if he can furnish a sufficient safeguard against every practical wrong.—*Southern Law Review*.

THE NEW FUGITIVE SLAVE CIRCULAR.

The following are the draft instructions respecting the reception of fugitive slaves on board her Majesty's ships:—

"RECEPTION OF FUGITIVE SLAVES.

"To all commanders-in-chief, captains, commanders, and commanding officers of her Majesty's ships and vessels.

"The following instructions are to be considered as superseding all previous instructions as to the receipt of fugitive slaves:—

"1. In any case in which you have received a fugitive slave into your ship and taken him under the protection of the British flag, whether within or beyond the territorial waters of any State, you will not admit or entertain any demand made upon you for his surrender on the ground of slavery.

"2. It is not intended, nor is it possible, to lay down any precise or general rule as to the cases in which you ought to receive a fugitive slave on board your ship. You are, as to this, to be guided by considerations of humanity, and these considerations must have full effect given to them whether your ship is on the high seas or within the territorial waters of a State in which slavery exists; but in the latter case you ought at the same time to avoid conduct which may appear to be in breach of international comity and good faith.

"3. If any person, within territorial waters, claims your protection on the ground that he is kept in slavery contrary to treaties with Great Britain, you should receive him until the truth of his statement is examined into. This examination should be made, if possible, after communication with the nearest British consular authority, and you should be guided in your subsequent proceeding by the result.

"4. A special report is to be made of every case of a fugitive slave received on board your ship."

Law Students' Journal.

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS EXAMINATION, 1876.

Examination of Candidates for Pass Certificates.

The attention of students is requested to the following rules:—

No student admitted after the 31st of December, 1872, shall receive from the council the certificate of fitness for call to the bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects, viz., 1st, Roman Civil Law; 2ndly, the Law of Real and Personal Property; 3rdly, Common Law; and, 4thly, Equity.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman Civil Law at any time after having kept four terms.

An examination will be held in October next, to which a student of any of the Inns of Court who is desirous of becoming a candidate for a certificate of fitness for being called to the bar will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Friday, the 13th of October next; and he will further be required to state in writing whether his object in offering himself for examination is to obtain a certificate preliminary to a call to the bar, or whether he is merely desirous of passing the examination in Roman Civil Law under the above-mentioned rule.

The examination will commence on Monday, the 23rd of October next, and will be continued on the Tuesday, Wednesday, and Thursday following. It will take place in the Hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Monday morning, 23rd October, at ten, on the Law of Real and Personal Property; Tuesday morning, 24th October, at ten, on Roman Civil Law; in the afternoon, at two, on Constitutional Law and Legal History; Wednesday morning, 25th October, at ten, on Common Law; Thursday morning, 26th October, at ten, on Equity.

The oral examination will be conducted in the same order, and on the same subjects, as above appointed for the examination by printed questions.

The examiner in the Law of Real and Personal Property will examine in the following subjects:—(1) Estates, rights, and interests in real and personal property, and assurances and contracts concerning the same; (2) The feudal law, as adopted in England, independently of and as affected by statute; (3) Mortmain, testamentary disposition, perpetuity or remoteness, conditions, and easements. Candidates will be examined in the elements of the foregoing subjects.

The examiners in Roman Civil Law will examine in the following subject:—The Institutes of Justinian. Candidates will be examined in the above-mentioned subject.

The examiners in Constitutional Law and Legal History will examine in the following books and subjects: (1) Stubbs' Constitutional History of England; (2) Hallam's Constitutional History; (3) Broom's Constitutional Law. Candidates will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing subjects, at their option.

The examiner in Common Law will examine in the following subjects:—(1) Mercantile Law; (2) The Law Relating to Bills of Exchange; (3) The Law of Evidence; (4) Criminal Law; (5) The Judicature Acts. Candidates will be examined on General and Elementary Principles of Law.

Note.—Students admitted prior to 1st of January, 1873, and who are candidates for a pass certificate, have an option of passing in Constitutional Law, and Legal History,

or Roman Civil Law; Common Law or Equity; and Real and Personal Property Law.

The examiner in Equity will examine in the following subjects:—(1) Trusts; (2) Administration of estates of deceased persons. Candidates will be examined in the above-mentioned subjects.

HILARY STUDENTSHIP EXAMINATION, 1877.

Jurisprudence, Civil and International Law, and Roman Civil Law.

Candidates for the studentships will be examined in the following subjects:—(1) Institutes of Gaius and Institutes of Justinian; (2) The titles of the *Digest De Acquirendo rerum Dominio* (XLI., 1) and *De Acquirenda vel amittenda possessione* (XLI., 2); (3) History of Roman Law; (4) Principles of Jurisprudence, with special reference to the writings of Bentham, Austin, and Maine; (5) Elements of International Law; (6) Principles of Private International Law.

PUBLIC COMPANIES.

AUGUST 18, 1876.

GOVERNMENT FUNDS.

3 per Cent. Consols, 96½	Annuities, April, '88, 9½
Ditto for Account, Sept., 96½	Do. (Red Sea T.) Aug. 1808
Do 3 per Cent. Reduced, 96½	Ex Bills, £1000, 2½ per Ct. 25 pm
New 3 per Cent., 96½	Ditto, £500, Do, 25 pm.
Do. 3½ per Cent., Jan., '94	Ditto, £100 & £300, 25 pm.
Do. 2½ per Cent., Jan., '94	Bank of England Stock, — per
Do. 5 per Cent., Jan., '73	Ct. (last half-year), 255
Annuities, Jan., '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 106½	Ditto 5½ per Cnt., May, '75, 89
Ditto for Account, —	Ditto Debentures, 4 per Cents,
Ditto 4 per Cent., Oct. '88, 104½	April, '64
Ditto, ditto, Certificates —	Do. Do, 5 per C nt., Aug. '73
Ditto En-faced Ppr., 4 per Cent. 85	Do. Bonds, 4 per Cent. £1000
2nd Enf. Ppr., 5 per C., Jan. '72	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter	100	—
Stock Caledonian	100	123½
Stock Glasgow and South-Western	100	106
Stock Great Eastern Ordinary Stock	100	47½
Stock Great Northern	100	132½
Stock Do., A Stock*	100	133½
Stock Great Southern and Western of Ireland	100	—
Stock Great Western—Original	100	105
Stock Lancashire and Yorkshire	100	135
Stock London, Brighton, and South Coast	100	119½
Stock London, Chatham, and Dover	100	32
Stock London and North-Western	100	149½
Stock London and South-Western	100	127½ x d
Stock Manchester, Sheffield, and Lincoln	100	76½
Stock Metropolitan	100	102½
Stock Do., District	100	49½
Stock Midland	100	132½
Stock North British	100	94
Stock North Eastern	100	153½ x d
Stock North London	100	137
Stock North Staffordshire	100	67
Stock South Devon	100	69
Stock South-Eastern	100	127

* A. receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

There is no alteration in the Bank rate, and the proportion of reserve to liabilities having further increased to 61 per cent., there is not much likelihood of its being raised for some time. The markets have been without much movement, home railways at the last showing weakness; but the decline in any case, except North British, does not exceed 1 per cent. Consols close at 96½ for money and account.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GRAHAM—Aug. 17, at Fairfield, Putney, the wife of William Graham, barrister-at-law, of a daughter.
MARCY—Aug. 16, at 1. Addison-gardens-north, Kensington, W., the wife of George Nichols Marcy, barrister-at-law, of twins—a son and a daughter.
RUSSELL—Aug. 12, at 74, Harley-street, W., the wife of Charles Russell, Q.C., of a son.

MARRIAGES.

FRANKLIN—WHITTELL—Aug. 9, at Upton Church, Torquay, Harry James Franklin, of Halifax, Yorkshire, solicitor, to Elizabeth (Leila), eldest daughter of William Morgan Whittell, of Roborough House, Torquay, Devon.
GREGORY—JAMES—Aug. 9, at St. Mary Abbott's, Kensington, Philip Spencer Gregory, barrister-at-law, Fellow of King's College, Cambridge, to Edith Annie, third daughter of the late Rev. Edward James, Vicar of Hincordingham, Norfolk.
THOMAS—FIELD—Aug. 10, at St. Mary's, Teddington, Ralph Thomas, of Doughty-street, solicitor, son of the late Ralph Thomas, serjeant-at-law, to Lotitia Eliza (Lettie), youngest daughter of Henry W. Field, of Munster-grove, Teddington, late of her Majesty's Mint.

DEATH.

PICKERING—Aug. 7, at Dover, Percival Andree Pickering, Q.C., of the Inner Temple, and 48, Bryanston-square.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, Aug. 11, 1876.

UNLIMITED IN CHANCERY.

Governor and Company of Copper Miners in England.—By an order made by V.C. Hall, dated Aug 1, it was ordered that the above company be wound up. Maples and Co, Frederick's place, Old Jewry, solicitors for the petitioners.

LIMITED IN CHANCERY.

British Chemist and Agricultural Manure Company (S. E. Crow and Co), Limited.—V.C. Bacon has, by an order dated Aug 8, appointed George Chandler Coleman as, to be liquidator.
Central American Telegraph Company, Limited.—V.C. Hall has, by an order dated July 21, appointed George Augustus Cape, Old Jewry, to be official liquidator. Creditors are required, on or before Dec 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, Dec 22, at 12, is appointed for hearing and adjudicating upon the debts and claims.
Continental and Colonial Traders, Limited.—By an order made by V.C. Hall, dated July 31, it was ordered that the above be wound up. Ashurst and Co, Old Jewry, solicitors for the petitioners.

Esparto Trading Company, Limited.—Petition for winding up, presented Aug 9, directed to be heard before V.C. Hall on Nov 1. Hillearys and Taylor, Fenchurch buildings, solicitors for the petitioners.

Industrial Coal and Iron Company, Limited.—Petition for winding up, presented Aug 9, directed to be heard before the M.R. on the first petition day in Michaelmas Sittings. Bell and Co, Bow church-yard, agents for Rodgers and Co, Sheffield, solicitors for the petitioners.

Thermo Electric Generator Company, Limited.—The M.R. has, by an order dated July 29, appointed William Henry McCroight, Raymond buildings, Gray's inn, to be official liquidator. Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Sept 15, at 11, is appointed for hearing and adjudicating upon the debts and claims.

STANWICH OF CORNWALL.

West Gwensop Consols Mining Company.—By an order made by the Vice-Warden, dated Aug 8, it was ordered that the above company be wound up. Hodge and Co, Truro, solicitors for the petitioners.

TUESDAY, Aug 15, 1876.

LIMITED IN CHANCERY.

British Imperial Insurance Corporation, Limited.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to James Halliday, Booth st, Manchester. Thursday, Nov 30, at 2 to 4, is appointed for hearing and adjudicating upon the debts and claims.
British Seaweed Company, Limited.—The M.R. has, by an order dated July 12, re-appointed John Nelson Cuthbertson, Bath st, Glasgow, and appointed John Sawyer, Adelaide place, London bridge, official liquidators.

Canada Tanning Extract Company, Limited.—Petition for winding up, presented Aug 4, directed to be heard before the M.R. on the next petition day in next Michaelmas Sittings. Bircham and Co, Parliament st, solicitors for the petitioners.

Crown Fire Insurance Company, Limited.—By an order made by V.C. Hall, dated Aug 4, it was ordered that the above company be wound up. Silberberg, Cornhill, petitioner in person.

General Sewage and Manure Company, Limited.—By an order made by the M.R., dated Aug 5, it was ordered that the above company be wound up. Raven and Co, Queen Victoria st, solicitors for the petitioners.

Imperial Brazilian Collieries, Limited.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars

of their debts or claims, to Walter Webb, Queen Victoria st. Wednesday, Feb. 14, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Leewood Cannel and Gas Coal Company, Limited.—The M.R. has, by an order dated July 25, appointed Charles Augustus Harrison, King st, Cheapside, to be official liquidator. Creditors are required, on or before Oct 12, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, Nov 7, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Metropolitan and Provincial Artisan's Dwelling Company, Limited.—The M.R. has, by an order dated July 2, appointed Charles Wallington, Moorgate st, to be official liquidator. Creditors are required, on or before Oct 6, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Nov 6, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Millwood Gallery Company, Limited.—By an order made by the M.R., dated Aug 5, it was ordered that the above company be wound up. Bates and Co, Queen Victoria st, solicitors for the petitioner.

Railway and General Light Improvement Company, Limited.—By an order made by the M.R., dated Aug 5, it was ordered that the above company be wound up. Keighley and Co, Philpot lane, solicitors for the petitioner.

Sharrow Rolling Mill Company, Limited.—By an order made by the M.R., dated Aug 5, it was ordered that the above company be wound up. Maude, Great Winchester st buildings, solicitor for the liquidator.

Supercord Colliery Company, Limited.—Creditors are required, on or before Oct 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Chatteris, Queen Victoria st. Monday, Oct 30, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Universal Fire Insurance Company, Limited.—V.C. Hall has, by an order dated Aug 7, appointed Alfred Good, Poultry, to be official liquidator. Creditors are required, on or before Oct 21, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, Nov 15, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Warland Commercial Company, Limited.—Petition for winding up, presented Aug 7, directed to be heard before the M.R. on Nov 2. Fritchard and Co, Painters' Hall, Little Trinity lane, agents for Grundy and Kershaw, Manchester, solicitors for the petitioner.

Webb Iron Works Company, Limited.—By an order made by the M.R., dated Aug 5, it was ordered that the voluntary winding up of the above company be continued. Allen and Greenop, St Peter's alley, Cornhill, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug 4, 1876.

Anderson, Sir Lawrence, Chalfont St Peters, Bucks, Baronet. Oct 31. Wrightson v The Attorney-General, V.C. Malins.
 Daugh, Mary Charles, Reigate, Surrey. Sept 4. Phillpotts v Head, M.R. Drew, Raymond buildings, Gray's inn.
 Makeley, Henry, Bowers Gifford, Essex, Farmer. Sept 30. Garwood v Blakeley, V.C. Bacon. Woodward, Ingham court, Fenchurch st.
 Dean, Thomas William, Edgbaston, or Birmingham, Woolen Merchant. Sept 13. Taplin v Dean, M.R. Gane, Bishopsgate st within.
 Davies, Alexander, Kennington park rd, Merchant. Sept 30. Green v Mehl, V.C. Bacon. Smith, Gresham House, Old Broad st.
 Chester, Sarah, Sparkbrook, Birmingham. Sept 19. Green v Taylor, M.R. Allen, Birmingham.
 Jenkins, Samuel, Ton, Rescalden, Glamorgan, Grocer. Oct 2. Jones v Jones, V.C. Bacon. Scale, Neath.
 Millett, Henry Short, Cotton st, Poplar, Shipwright. Oct 10. Millett v Harrison, V.C. Hall. Woodbridge, Clifford's inn.
 Myers, Morris, Old Castle st, Whitechapel, Contractor. Oct 10. Myers v Ro, V.C. Hall. Focle, Bartholomew close.
 Smith, Seth, Harmanway, York, Labourer. Aug 31. Smith v Simpson, V.C. Hall. Barby, Bridlington.
 Verdin, Richard, Witton, Cheshire, Salt Proprietor. Sept 73. Cross v Verdin, M.R. Dixon, Northwich.
 Walker, Charles Hogarth, Redcliffe mansions, Redcliffe sq, Esq. Sept 31. Corbett v Walker, V.C. Hall. Webster, Essex st, Strand.

TUESDAY, Aug 8, 1876.

Blakeley, Henry, Bowers Gifford, Essex, Farmer. Sept 30. Garwood v Blakeley, V.C. Bacon. Woodard, Ingham court, Fenchurch st.
 Brown, Robert Johnston, Curzon st, May Fair. Sept 20. Brown v Brown, V.C. Hall. Lefroy, Robert st, Adelphi.
 Hill, William, Thavies inn, Jewellery Factor. Oct 10. Foxall v Page, V.C. Hall. Lisle, Jun, Bartlett's buildings.
 Lord, John, Rochdale, Lancashire, Gent. Sept 14. Lord v Lord, V.C. Malins. Briery, Rochdale.
 Moore, Sarah, Penton st, Pentonville, Gent. Sept 11. Batley v Cave, V.C. Malins. Lewis, Lewes.
 Red, Catherine, Lewisham, Kent. Sept 21. Fenwick v Ratcliff, V.C. Hall. Ratcliff and Son, New Broad st.
 Simes, Joshua, Trechess, Sussex, Farmer, and Mary Ann Farrance Simes, Tonbridge, Kent. Sept 20. Simes v Simes, V.C. Malins.
 Gold, Serjants' inn, Chancery lane.
 Sorrell, William, Dartford, Kent, Gent. Oct 20. Davids v Martin, V.C. Bacon. Hayward, Dartford.
 Tucker, James, Ebury st, Piccadilly. Oct 3. Owens v Chittenden, V.C. Bacon. Laundry and Son, Cecil st, Strand.
 Vollet, Edward Henri, New st, Great Russell st, Bloomsbury, Furniture Ornamentor. Sept 13. Young v Styan, M.R. Board, Essex st, Strand.

FRIDAY, Aug 11, 1876.

Adams, Edward, Falkland rd, Kentish town. Oct 15. Tusak v Adams, V.C. Hall. Miles, King Edward st.
 Anderson, John, Euston place, Euston sq. Oct 1. Anderson v Brassey, V.C. Hall. Horne, Lincoln's inn fields.
 Bailey, William Hyde, New York, America, Gent. Nov 1. Newton v Taylor, V.C. Bacon. Wallis, Newark-on-Trent.

Barratt, James, St Buryan, Cornwall, Yeoman. Oct 16. Barratt v Deacon, V.C. Malins. Kays, New inn, Strand.
 Barter, Clement Smith, Bath, Surgeon. Sept 13. Barter v Clark, King, Bath.
 Beimore, George Garstin, Strand, Actor. Oct 10. Brayley v Toole, M.R. Dubois, King st, Cheapside.
 Bett, Alice, Worthing, Sussex. Nov 2. V.C. Hall.
 Cheater, James Charles, Gorley, Hants, Farmer. Oct 16. Cheater v Kent, V.C. Hall. Koder, 8 Salisbury.
 Cox, Charles Lawrence, Abingdon, Berks, Maltster. Oct 15. Smith v Tomkins, V.C. Malins. Bartlett, Abingdon.
 Christie, Robert, St Leonard's-on-Sea, Sussex, Wine Merchant. Oct 1. Christie v Judd, V.C. Hall. Paterson and Co, Chancery lane.
 Deering, John Andrew Edward, Dawson place, Baywater, Esq. Oct 1. Deering v Deering, V.C. Hall. Eardley and Co, Charles st, St James's square.
 Fanshawe, John Americus, Tettenham, Gent. Sept 1. Fanshawe v Oakley, V.C. Hall. Holmes, Threadneedle st.
 Frith, George, Dukinfield, Cheshire, Stone Mason. Oct 15. Norton v Brasley, V.C. Malins. Jackson, Ashton-under-Lyne.
 Giles, Frederick, and William John Giles, Tipton, Staffordshire, Coal Masters. Oct 2. Hopkins v Firststone, V.C. Bacon. Walker, Stourbridge.
 Goodwin, William, Eltham, Kent, Wine Merchant. Oct 10. Goodwin v Goodwin, V.C. Hall. Cole, Borough High st, London bridge.
 Hamer, Henry, Abbey st, Dorchester, Tanner. Oct 10. Mortimore v Hamer, V.C. Hall. Tower, Lower Thames st.
 Hamilton, William Digby, Bath, Esq. Sept 30. Hamilton v Hamilton, V.C. Malins. Mead, King's Bench walk, Temple.
 Hensball, George Valentine, Cross st, Islington. Oct 2. Henshall v Crespin, V.C. Bacon. Edwards, Lothbury.
 Hewett, Elizabeth Mary, Blackman st, Southwark, Oct 1. Hewett v v Hewett, M.R. Allen and Greenop, St Peter's alley, Cornhill.
 Hodgson, Richard John, Frederick st, Gray's inn rd, Architect. Oct 10. Key v Hodgson, V.C. Hall. Owles, Chancery lane.
 Martin, Heinrich Ernst, Weisbaden, Germany, Tailor. Oct 10. Martins v Jenkins, V.C. Hall. Walters and Gosh, Finsbury circus.
 Mole, Robert, Besley Hall, Worcester. Sept 30. Mole v Tomba, V.C. Malins. Clarke, Bedford row.
 Nadal, Hilarion, Albany st, Regent's park, Doctor of Laws. Oct 1. Pulido v Nadal, M.R. Clarke and Co, Gresham house, Old Broad st.
 Plant, Nathaniel, Haxell's Royal Exeter Hotel, Strand, Mins Surveyor. Sept 30. Longden v Hodgson, V.C. Bacon. Shearman, Gresham st.
 Pries, Martha, Penbridge, Stafford. Oct 24. M.R.
 Southampton, Right Hon Charles, Baron, Audley sq. Oct 31. V.C. Malins.
 Thomas, Thomas, Llandilo, Carmarthen. Sept 29. Mathias v Mathias, M.R. Lewis, Llandilo.
 Warren, Joseph, Flaxman rd, Loughborough rd, Brixton, Baker. Sept 29. Warren v Scorer, M.R. Fraser, Dean st, Soho.

Creditors under 22 & 25 Viet. cap. 35.

Last Day of Claim.

FRIDAY, Aug 11, 1876.

Allman, William, Sowley, Salop, Gardener. Sept 29. Heane, Newport.
 Benson, Mary Elizabeth, Wyde Green, Warwick. Sept 10. Foster Birmingham.
 Brown, Ann, Newport, Salop. Sept 29. Heane, Newport.
 Cheetham, Christopher Greavus, Horsforth, York, Cloth Manufacturer. Oct 10. Horsfall and Latimer, Leeds.
 Cole, Henry Warwick, Warwick, County Court Judge. Sept 30. Cole and Jackson, Essex st, Strand.
 Coles, William, Newport, Monmouth, Licensed Victualler. Sept 14. Lloyds, Newport.
 Cranford, Frederic le Augustus Buchanan, United Service Club, Pall mall. Adm'r. R.N. Oct 7. Walker and Martin, King's rd, Gray's inn.
 Dary, Robert, Kingston-upon-Hull, Licensed Victualler. Oct 1. Tenney and Dawber, Hull.
 Epps, Elion, Great Russell st, Bloomsbury. Sept 15. Berry and Binns, Chancery lane.
 Epps, John, Great Russell st, Bloomsbury, Doctor of Medicine. Sept 15. Berry and Binns, Chancery lane.
 Foggins, Timothy, Newcastle-upon-Tyne, Provision Merchant. Sept 11. Stanford, Newcastle-upon-Tyne.
 Geves, James, Doncaster, York, Gent. Oct 11. Collinson and Co, Doncaster.
 Gooch, George Thomas, Blithfield, Stafford, Captain R.N. Oct 2. Gardner, Rugeley.
 Helms, John Giddy, Rugeley, Stafford, Journeyman Saddler. Sept 8. Boycott, Hereford.
 Lucas, Marcus, Plesley Hill, nr Mansfield, Nottingham, Publican. Sept 1. Bryan, Mansfield.
 Mayer, Amy, Newcastle-under-Lyme, Stafford. Sept 1. Coopers, Newcastle-under-Lyme.
 Naylor, Ebenezer, Sharples, Lancashire, Farmer. Sept 1. Hargreaves, Bolton.
 Nelson, William, Winkfield, Berks, Gent. Dec 1. Darvill and Co, New Windsor.
 Palmer, William Spencer, Hamilton terrace, St John's wood, Esq. Sept 10. Valpy and Chaplin, Lincoln's inn fields.
 Pearson, Charles, Lauriceston. Aug 31. C. H. Burt, High st, Windsor.
 Pierson, Josiah, Mobberley, Cheshire, Yeoman. Oct 9. Ashworth and Inman, Manchester.
 Robinson, William Henry, Liverpool, Timber Merchant. Oct 1. Foster and Son, Liverpool.
 Russell, Robert, Bedale, York, Gent. Sept 9. Williams and Co, Lincoln's inn fields.
 Schwerdtfeger, Ferdinand, West Derby, nr Liverpool, Schoolmaster. Aug 29. Radcliffe and Layton, Liverpool.
 Smith, Eleanor Easterton, White. Sept 29. Day and Marshall, Devises Stocker, Thomas Saint Ives, Huntingdon, Chemist. Aug 31. Ellison and Burrows, Cambridge.
 Unsworth, Llewellyn, Liverpool, Gent. Sept 23. Claeaver and Holden, Liverpool.
 Williams, John, Alcester, Warwick, Gent. Sept 29. Jones, Alcester.

TUESDAY, Aug 15, 1876.

Aldrich, Robert, sen, Diss, Norfolk, Brush Manufacturer. Oct 10.
 Brook, Diss
 Austin, Eliza, The Avenue, Warwick rd, Upper Clapton. Sept 20.
 Thrower, Furnival's inn
 Bartle, Timothy, Horton, Bradford, York, Confectioner. Sept 14. Peel
 and Gaunt, Bradford
 Best, James, Grove Hill, nr Sackley, Worcester, Esq. Oct 1. Cutler,
 Worcester
 Blake, Thomas, Dymchurch, Kent, Farmer. Sept 1. Stringer, New
 Romney
 Bonner, Thomas, Bridport, Dorset, Gent. Nov 20. Manley, Bridport-
 Barnett, Ann, Newcastle-upon-Tyne. Oct 2. Hoyle and Co, New
 castle-upon-Tyne
 Cas-y, Rev Daniel, Knutsford, Cheshire. Sept 12. Needham and Co,
 Manchester
 Chaplin, Thomas, Harlow, Essex, Brewer. Sept 29. Unwin and Co,
 Harlow
 Cobby, Rebecca, Chichester. Aug 31. Janman, Chichester
 Collingham, William, Mawer, Northchurch, Herts, Esq. Sept 12.
 Burton and Scorer, Lincoln
 Crump, William Coleman, Dover, Kent, Cab Proprietor. Sept 30.
 Stillwell, Dover
 Critchley, Thomas, Birmingham, Grocers' Assistant. Sept 9. Killmis-
 ter and Co, Macclesfield
 Curtoys, John Emanuel, Ramsgate, Kent, Gent. Sept 19. Button and
 Co, Henrietta st, Covent garden
 Davies, William, Carmarthen, Spirit Merchant. Sept 29. Evans,
 Carmarthen
 Dolling, Job, Lower Wandsworth rd, Publican. Sept 30. Mott,
 Bedford row
 Double, Caroline Anne, Sergeants' inn, Temple. Sept 29. Double,
 Sergeants' inn Temple
 Ellis, Martha, Sale, Cheshire. Sept 29. Addleshaw and Warburton,
 Manchester
 Ford, Elizabeth, Richmond, Surrey. Sept 18. Underwood and Collin-
 son, Holles st, Cavendish square
 Furlong, Caroline Ann, Fishguard, Pembroke. Sept 16. Davies and
 Co, Haverford west
 Gadd, Sampson, Costock, Nottingham, Farmer. Oct 31. Bartlett
 and Son, Loughborough
 Gander, Stephen, Hurstpierpoint, Sussex, Brickmaker. Sept 29.
 Freeman and Gell, Brighton
 Goldsmith, John, West End, Hambledon, Hants, Gent. Nov 30.
 Adams and Co, Alresford
 Gonio, Emilio, Lausanne, Switzerland, Merchant. Sept 14. Bailey,
 Tokenhouse yard
 Harrison, Anne, Weybridge, Surrey. Sept 13. Donnithorne, Gracechurch
 st
 Harvey, Edwin, Winchester. Nov 1. C. Taylor, Hexham House,
 Northumberland Park, Tottenham
 Ingeholm, Albert, Antwerp, Belgium, Bank Manager. Sept 14. Bailey
 Tokenhouse yard
 Joun-nique, Tacophile, New York, America. Sept 14. Bailey, Token-
 house yard
 Langford, John, West Shefford, Berks, Farmer. Oct 14. Cave, New-
 bury
 Lucas, Lionel Richard, sen, Louth, Lincoln, Gent. Sept 30. Lucas and
 Lucas, Louth
 Morris, Catherine, Cotgrave, Nottingham. Oct 11. Shilton, Not-
 tingham
 Puxley, Rachael, Newton park, Conwill-in-Elvet, Carmarthen. Sept
 29. Evans, Carmarthen
 Rolfe, Richard, Charteris rd, Finsbury park, Clerk in Public Company.
 Sept 26. Randall and Son, Tokenhouse yard
 Smith, William, Whitby, Cheshire, Wire Manufacturer. Sept 29.
 Davies and Brock, Warrington
 Spence, John, Old Trafford, Streteford, Lancashire, Gent. Sept 29.
 Whitworth, Manchester
 Stevens, James, Briton Ferry, Glamorgan, Esq. Oct 10. Donaghe,
 Swansea
 Tomlin, Sackett, Cranbrook, Kent, Esq. Sept 10. Williams and Co,
 Lincoln's inn fields
 Ward, Humphrey Carpenter, High st, Wapping, Miller. Sept 29.
 Hillcarys, Fenchurch buildings
 Wynne, Francis, Goppa, Denbigh, Solicitor. Oct 2. Gold and Co,
 Denbigh

Bankrupts.

FRIDAY, Aug. 11, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Smith, Frederick Charles, Forsyth st, Rotherhithe, Engineer. Pet Aug 5.
 7. Keene. Aug 31 at 11

To Surrender in the Country.

Brown, William, and John Brown, Churton Hill Farm, nr North
 Shields, Northumberland, Farmers. Pet Aug 9. Mortimer. New-
 castle, Aug 23 at 12James, Thomas, Southampton, Bookseller. Pet Aug 4. Walker.
 Southampton, Aug 23 at 12Marsden, Thomas, Doncaster, York, Carpenter. Pet Aug 10. Wake.
 Sheffield, Aug 23 at 12Pearson, Adam, Ambicote Bank, Stafford, Retired Coalmaster. Pet
 Aug 9. Harward. Stourbridge, Aug 23 at 11Smith, George Halton, Manchester, Builder. Pet July 26. Hullon.
 Salford, Aug 23 at 11Thorn, Eliza, and Joseph Thorn, Cardiff, Cabinet Makers. Pet Aug 10.
 Langley. Cardiff [no date given]

TUESDAY, Aug. 15, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Raggs, Charles Stephen, Mordaunt st, Stockwell. Pet Aug 11. Pepps.
 Aug 31 at 12Leyland, John Elphick, Queen Victoria st, Accountant. Pet Aug 12.
 Pepps. Aug 30 at 12

Newman, William, Talbot mews, Notting hill, Omnibus Proprietor.

Pet Aug 11. Pepps. Sept 1 at 11

Woolf, Saul, and Benjamin Woolf, Welclose sq, Tobacco Merchant.

Pet Aug 12. Pepps. Aug 30 at 12

To Surrender in the Country.

Dodman, Harriett, Southampton, no occupation. Pet Aug 1. Walker.

Southampton, Sept 5 at 12

Hearn, Rufus George, East Stonehouse, Devon, Ironmonger. Pet Aug

12. Edmonds. East Stonehouse, Aug 23 at 12

Lyons, Samuel, Manchester, Boot Maker. Pet Aug 12. Lister. Ma-

chester, Aug 31 at 9.30

Meachin, Joseph, Leeds, Baker. Pet Aug 9. Marshall. Leeds, Oct 4

at 11

Morten, Thomas Syred, Hillingdon, Middlesex, no occupation. Pet

Aug 12. Darvill. Windsor, Sept 9 at 1

Spence, James, Manchester, Stock Broker. Pet Aug 10. Lister.

Manchester, Aug 23 at 9.30

Weaver, William R. Little Gonerby, Grantham, Lincoln. Pet Aug

8. Patchitt. Nottingham, Nov 9 at 12

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug 11, 1876.

Abbott, Thomas, Blackburn, Lancashire, Cotton Spinner. Aug 23 at 11

at the Mitre Hotel, Cathedral yard, Manchester. Radcliffs, Black-

burn

Adams, Charles Frederick, Brewhouse yard, St John st, Clerkenwell,

Printer. Aug 29 at 3 at offices of Chandler, Bishopsgate at within

Anstey, Joseph, Birmingham, Dairyman. Aug 29 at 11 at offices of

Spence, James, Manchester, Stock Broker. Aug 29 at 11 at offices of

Ashmore, James, Newcastle-under-Lyme, Stafford, Travelling Draper.

Aug 19 at 10.30 at 8, Cheapside, Hanley. Ashmall, Hanley

Avann, John Henry, Woodcote Farm, Surrey, Farmer. Aug 23 at 3 at

the County and Borough Hall, North st, Guildford. Geach, Guild-

ford

Barlow, Sarah, Bury, Lancashire, Publican. Aug 22 at 3 at offices of

Wood and Atkinson, Brzennose st, Manchester

Beresford, Charles, Leeds, Clock Case Manufacturer. Aug 21 at 3 at

offices of Walker, East parade, Leeds. Aug 29 at 11 at offices of

Birchall, William Henry, Sowerby bridge, York, Joiner. Aug 31 at

11 at offices of Norris and Co, Halifax

Blackley, James, Abergavenny, Monmouth, Brakesman. Aug 24 at 12

at offices of Brown, eMarket chambers, Brynmawr

Bryant, Thomas, Warrford court, Stockbroker. Aug 24 at 2 at offices

of Rutherford and Pixley, St Swithin's lane. Harper and Co, Road

lane

Byfield, Henry, Moor lane, Crippllegate, Packing Case Maker. Aug 21

at 2 at offices of Angove, Aldersgate st

Clarkson, Robert, Preston, Lancashire, Innkeeper. Aug 19 at 3 at

offices of Forshaw, Cannon st, Preston

Claydon, Albert, Kingdall rd, Boot Maker. Aug 19 at offices of Old,

Hare place, Fleet st

Copeland, Francis Strauge, Hatton garden, Commission Agent. Aug

24 at 3 at offices of Reader, Gray's inn square

Dixon, Raylton, Middlesborough, York, Shipbuilder. Aug 21 at 19 at

the Queen Hotel, Zetland rd, Middlesborough. Baik and Parrington

Donnelly, Thomas James, Salford, Lancashire, Grocer. Aug 30 at 3 at

offices of McEwen, Lloyd st, Manchester

Douglas, James Alexander, Nottingham, Provision Dealer. Aug 29 at

4 at 12, Fletchergate, Nottingham. Cockayne

Douglas, John, Barrow-in-Furness, Biscuit Manufacturer. Aug 25 at

12 at the Victoria Hotel, Church st, Barrow-in-Furness. Inglass,

Barrow-in-Furness

Dunkley, Samuel, Pontardulais, Carmarthen, Boot Maker. Aug 26

at 11 at offices of Howell, Stepeny st, Llanelly

Earl, Samuel Mills, Cullum st, Feneburgh st, Dealer in Fibres. Aug 23

at 3 at offices of Stokes, Chancery lane

Edwards, Charles, Black green rd, Shoreditch, Tailor. Aug 24 at 2

at offices of Goodie, Southampton building, Holborn

Ellis, Leavens, Kingston-upon-Hill, Builder. Aug 17 at 2 at offices of

Clarke, Chancery buildings, Manor st, Hull

Fallows, Thomas, Birmingham, Beer Retailer. Aug 25 at 11 at offices

of Maher and Poncia, Temple st, Birmingham

Farley, John Thomas, Dover, Kent, China Dealer. Aug 24 at 11.30 at

offices of Worsfold and Co, Queen Victoria st, Mowile

Forrest, Thomas, Ripon, York, Tailor. Aug 25 at 12.30 at offices of

Bateson, Harrogate

Foster, William, Selby, York, Builder. Aug 24 at 11 at offices of Rat-

toft, Finkle st, Selby

Goldsmith, John Charles, America sq, Provision Merchants. Aug 23 at

2 at offices of Stibbard and Cronshey, Fenchurch st

Goodwin, Jane, Manchester, Provision Dealer. Aug 29 at 3 at offices of

Burton, King st, Manchester

Green, Joseph, Newcastle-upon-Tyne, Northumberland, Baker. Aug

25 at 11 at offices of Strachan and Co, Grainger st, west Newcastle-

upon-Tyne. Mudge and Harle, Newcastle-upon-Tyne Manufacturer.

Halliwell, John Yates, Blackburn, Lancashire, Cloth Manufacturer.

Aug 25 at 2.30 at the Mitre Hotel, Cathedral yard, Manchester. Rad-

cliffs, Blackburn

Hartley, William, Blackpool, Lancashire, Draper. Aug 29 at 12 at the

Hole in the Wall Hotel, Colne. Robinson and Robinson, Skipton

Hay, Robert, Newcastle-upon-Tyne, Licensed Victualler. Aug 17 at 1

at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne

Hayworth, Moses, Hopwood, Lancashire, Cotton Manufacturer. Aug

29 at 2 at offices of Sampson, South King st, Manchester

Henderson, John George, and Henry Henderson, North Shields,

Northumberland, Grocers. Aug 23 at 3 at offices of Mabane, Barm-

ten st, South Shields

Henderson, William, Gloucester, Land Surveyor. Aug 24 at 11 at offices

of Taynton and Son, Clarence st, Gloucester

Heydon, James, and William Heydon, Devonport, Devon, Coal Mar-

chants. Aug 24 at 11 at offices of Adams, Courtenay st, Plymouth

Hille, Arthur, Hammerwich, Stafford, Chemical Manufacturer. Aug 19

at 2 at the George Hotel, Walsall. Pattison and Co, Queen Vi-

ctoria st

Hodges, William, Liverpool, General Dealer. Aug 24 at 10 at offices

of Battersby, Waverree rd, Liverpool

Hogan, John Edward, New North rd, Hoxton. Aug 19 at 12 at offices

of Watson, Guildhall yard

Morby, Robert Montague, Hanley House, nr Shrewsbury, Salop, Farmer. Aug 23 at 11 at offices of Morris, Swan hill, Shrewsbury.
 Hunter, John William, Sunderland, Durham, Ship Chandler. Aug 24 at 11 at offices of Alcock, jun, Frederick Lodge, Sunderland.
 Hyde, William, Manchester, Furniture Broker. Aug 28 at 3 at offices of Burton, King st, Manchester.
 Jeal, Alfred James, Asylum rd, Peckham, Locksmith's Assistant. Aug 24 at 2 at offices of Sydney, Leadenhall st.
 Johnson, Ambrose James, Burslem, Stafford, Brush Manufacturer. Aug 28 at 11 at offices of Hardings and Co, Princess st, Manchester.
 Jones, John David, Reselvon, Glamorgan, Grocer. Aug 24 at 1 at offices of Collins, jun, Broad st, Bristol.
 Knights, James Francis, Clapham rd, Photographer. Aug 13 at 3 at offices of Chipperfield, Trinity st, Southwark.
 Lancefield, Charles, Newport, Monmouth, Coal Merchant. Aug 24 at 11 at offices of Vaughan Dock st, Newport.
 Lawson, Thomas, York, Stationer. Aug 24 at 12 at offices of Crumby, Stoneygate, York.
 Leung, Charles, Frederick William, Upper Thames st, General Merchant. Aug 24 at 3 at offices of Lumley and Lumley, Old Jewry chambers.
 Lewis, William, Neath, Glamorgan, Builder. Aug 24 at 12 at the Castle Hotel, Neath.
 Lines, Isaac Phillips, Birmingham, out of business. Aug 29 at 12 at the Union Hotel, Union st, Birmingham.
 Lloyd, David, Leamington, Warwick, Grocer. Aug 24 at 3 at offices of Overell, Leamington.
 Loveridge, Robert, Teynton, Gloucester, Farmer. Sept 1 at 12 at offices of Cooke, Newent.
 Macdonald, Robert, end Rowland Bamber, Manchester, Plumber. Sept 4 at 3 at the Clarence Hotel, Spring gardens, Manchester.
 Marks, Jacob, Stockton-on-Tees, Durham, Jeweller. Aug 21 at 3 at offices of Teale, Albert rd, Middlesbrough.
 McDonald, James, Jarrow, Latham, Hardwarman. Aug 24 at 2 at offices of Jeels, Newgate st, Newcastle-upon-Tyne.
 McEurt, James Patrick, Newcastle-upon-Tyne, Licensed Victualler. Aug 29 at 12 at the County Court Offices, Westgate rd, Newcastle-upon-Tyne.
 McIntyre, William, Birmingham, Draper. Aug 24 at 3 at offices of Maker end Poncia, Temple st, Birmingham.
 Milward, William, Tunstall, Stafford, Butcher. Aug 21 at 3 at offices of Alcock, Market st, Tunstall.
 Milward, Edward, Newcastle-upon-Tyne. Aug 25 at 2 at offices of Von Donner, Pilgrim st, Newcastle-upon-Tyne.
 Moore, Thomas, Liverpool, no occupation. Aug 25 at 11 at offices of Coffey, Commerce chambers, Lord st, Liverpool.
 Mudd, Frederick Belton, Eye, Suffolk, Grocer. Aug 28 at 2 at offices of Cooke, Bank place, Norwich.
 Oldershaw, Isaac Geo, Prescott, Lancashire, Manager of Waterworks. Aug 31 at 3 at offices of Spencely, South John st, Liverpool.
 Peacock, Ralph, Goole, York, Colliery Proprietor. Aug 24 at 3 at offices of Pease, Bank's terrace, Goole.
 Phillips, David, Aberdare, Glamorgan, Grocer. Aug 25 at 1 at offices of Beddoe, Canon st, Aberdare.
 Phillips, John, Brynmawr, Brecon, Innkeeper. Aug 28 at 3 at the Griffin Hotel, Brynmawr.
 Phipps, Alexander, Swansea, Glamorgan, Professor of Music. Aug 21 at 12 at offices of Davis and Hartland, Rutland st, Swansea.
 Pinder, Thorp, Bolton, Lancashire, Draper. Aug 23 at 3 at offices of Ratner, Maudslay st, Bolton.
 Poivine, Thomas, Canterbury, Saddler. Aug 21 at 1 at offices of Speckly and Co, New Inn, Strand, Plumber and Fielding, Canterbury.
 Pringle, Robert, Broomhill, Northumberland, Grocer. Aug 23 at 12 at offices of Blacklock and White, Grey st, Newcastle-upon-Tyne.
 Ratley, Thomas, Old Kent rd, Watch Maker. Aug 19 at 1 at offices of Parke, Colebrook row, Islington.
 Ratcliffe, George, Bilston, Stafford, Butty Miner. Aug 26 at 11 at offices of Bowen, Mount Pleasant, Bilston.
 Roch, James, Haverfordwest, Ironmonger. Aug 23 at 11 at offices of Price, Haverfordwest.
 Searf, Samuel, East rd, City rd, Coach Builder. Aug 21 at 2 at offices of Brown, Finsbury place.
 Simms, Ephraim, Dewsbury, York, Rag Dealer. Aug 23 at 3 at offices of Fryer, Church st, Dewsbury.
 Simpson, Jabez, Halifax, York, Joiner. Aug 28 at 3 at offices of Walshaw, Crown st chambers, Halifax.
 Smith, David, and John Cook, Ilkley, York, Tailors. Aug 24 at 3 at offices of Hardwick, Infirmary st, Leeds.
 Smiths, Robert, Manchester, Linen Merchant. Aug 31 at 3 at offices of Rylance and Barker, Essex st, Manchester.
 Stokes, Alfred Philip, and Alfred Edward Vortius, Bakers' row, Whitechapel, Brush Manufacturers. Aug 18 at 10 at the Victoria Tavern, Morpeth rd, Bethnal green.
 Stokes, Charles, Maddox st, Dentist. Aug 25 at 2 at offices of Dillon-Webb and Kelly, Chancery lane.
 Tindall, John, Newcastle-upon-Tyne, Painter. Aug 25 at 12 at offices of Rhage, Grainger st, Newcastle-upon-Tyne.
 Tuckley, Jane, Warrington, Lancashire, Draper. Aug 29 at 11 at offices of Ridgway and Worsley, Cairo st, Warrington.
 Turpin, George Knight, Rolf rd, Nigel rd, Peckham rye, out of business. Aug 29 at 3 at offices of Durant, Guildhall chambers.
 Walker, John Baker, Middlesbrough, York, Ship Owner. Aug 28 at 12-30 at the Station Hotel, York.
 Ware, Thomas John, Well st, Jermyn st, Gent. Aug 29 at 11-30 at offices of Wood and Hare, Basinghall rd.
 Wheatley, John, Leeds, Eating House Keeper. Aug 22 at 3 at offices of Pullan, Bank chambers, Park row, Leeds.
 Wight, George Anthony, Gorton, Lancashire, General Dealer. Sept 2 at 3 at offices of Wallwork, Victoria st, Liverpool.
 Williams, Thomas, Cefn Cribbin, Glamorgan, Farmer. Aug 25 at 13 at offices of Donaghe, Church place, Neath.
 York, George, Walsall, Stafford, Grocer. Aug 29 at 11 at the Stork Hotel, Bridge st, Walsall.
 Williams, Watkin, Trehafof, Glamorgan, Grocer. Aug 23 at 1 at offices of Beddoe, Victoria st, Merthyr Tydfil.

Winterbottom, Robert, Oldham, Lancashire, Commercial Traveller. Aug 31 at 3 at offices of Blackburne and Co, Clegg st, Oldham.
 Young, Benjamin, Redfield, Gloucester, Currier. Aug 19 at 11 at offices of Barron and Co, Old Jewry chambers, Essey, Bristol.

TUESDAY, Aug. 15, 1876.

Allibon, Samuel, New st, Old st, St Luke's, Corn Dealer. Aug 28 at 2 at offices of Blackford and Co, College hill, Cannon st.
 Ashley, William Stubbs, East Retford, Nottingham, Grocer. Sept 1 at 11 at offices of Marshall and Co, East Retford.
 Atkinson, Joseph, Batley, York, Butcher. Aug 31 at 2-30 at offices of Stapleton, Union st, Dewsbury.
 Ayling, William, Lewes, Sussex, Draper. Aug 30 at 2 at offices of Andrews and Mason, Ironmonger lane.
 Barker, Henry, Lee, Kent, Tobaccoconist. Aug 24 at 3 at offices of Scard and Son, Deptford bridge, Greenwich.
 Barnes, John, Barking, Essex, Builder. Sept 8 at 12 at offices of Waddell, Queen Victoria st.
 Bartholomew, Joseph, Southgate rd, De Beauvoir town, out of business. Aug 29 at 3 at offices of Norman, King st, St James's sq.
 Bateson, George, Castleford, York, Plumber. Aug 29 at 2 at offices of Rooke and Midgely, White Horse st, Boarlanes, Leeds.
 Beach, John, East Ardsley, York, Grocer. Aug 28 at 11 at offices of Gill and Hall, Silver st, Wakefield.
 Bowers, Mary Ann, Bilston, Stafford, Furniture Dealer. Aug 29 at 1 at the Great Western Inn, Hall st, Bilston.
 Brook, Henry, Tamworth, Warwick, Watch Maker. Aug 25 at 12 at offices of Grove, Paradise st, Birmingham.
 Chatten, James, Aldeburgh, Suffolk, Bricklayer. Aug 31 at 2 at the White Lion Hotel, Aldeburgh.
 Chick, John, William, Newport, Monmouth, Builder. Aug 25 at 12 at offices of Gibbs, Tavergar place, Newport.
 Clarke, Thomas, Odessa rd, Forest Gate, Manager to a Boot Manufacturer. Aug 31 at 3 at offices of Joselyne, Cullum st, Cresswell, Mary, New Raiford, Nottingham, Baker.
 Crew, Frederick, The Avenue, Acre lane, Brixton, Builder. Aug 24 at 3 at 111, Cheapside.
 Cooke, Arthur, Regent st, Umbrella Manufacturer. Aug 26 at 12 at offices of Beard and Co, King William st.
 Crown, William John, Packington st, Islington, Grocer. Aug 31 at 2 at offices of Kimber, Queen st.
 Denning, Cornelius, St George, Gloucester, Match Manufacturer. Aug 24 at 12 at offices of Clifton, Corn st, Bristol.
 Drake, Robert Lewis, Levenshulme, Lancashire, Painter. Aug 29 at 3 at the Brunswick Hotel, Piccadilly, Manchester.
 Duff, Thomas, Kingston-upon-Hall, out of business. Aug 35 at 12 at offices of Walker and Spink, Parliament st, Kingston-upon-Hall.
 Elene, Eleanor, and Diana Elene, High st, Notting hill, Milliners. Aug 28 at 12 at offices of Gowing and Mandale, King st, Cheapside.
 Ellis, George, Castleford, York, Tob. conist. Aug 24 at 3 at offices of Horner, King st, Wakefield.
 England, Joseph, Middlesbrough, York, Tailor. Aug 23 at 10-30 at offices of Draper, Finkle st, Stockton-on-Tees.
 Fitzsimmons, Robert, Horton, Bradford, York, Joiner. Aug 23 at 3-30 at offices of Nell, Kirkgate, Bradford.
 Forbes, James, Stretoford, Lancashire, Cabinet Maker. Aug 25 at 3 at offices of Needham and Co, York st, Manchester.
 Fox, John Charles, Lewes, Sussex, Schoolmaster. Aug 31 at 11 at the Bear Hotel, Cliffe, nr Lewes.
 Fox, Thomas, Bristol, Rag Merchant. Aug 29 at 12 at offices of Dowson and Co, Tower st, Temple, Bristol.
 Gribbin, Hugh, Newcastle-upon-Tyne, Stafford, Tailor. Aug 24 at 3 at offices of Turner, Bagnall st, Newcastle-upon-Tyne.
 Griffin, Matthew Joseph, Birkenhead, Cheshire, Butcher. Aug 25 at 3 at offices of Goffey, Commerce chambers, Lord st, Liverpool.
 Grigg, John, Leeds, Confectioner. Sept 2 at 11 at offices of Harle, Bank st, Leeds.
 Heavens, Frederick William, Artillery place, Woolwich, Saddler. Sept 4 at 3 at offices of Chapman and Lee, Gresham st, Basinghall rd.
 Henderson, William, and Edward Hobson Jones, Manchester, Wine Merchants. Aug 31 at 3 at offices of Crowther, Booth st, Cooper st, Manchester.
 Hicks, Leonard, Leeds, Hoiser. Aug 31 at 2 at offices of Bond and Barwick, Albion place, Leeds.
 Hindley, Mary Eleanor, Manchester, Dealer in Berlin Wool. Aug 31 at 3 at offices of Harriott and Woodall, Norfolk st, Manchester.
 Iman, Thomas, sen, Folkestone, Kent, Innkeeper. Aug 30 at 3 at the West Cliff Hotel, Folkestone.
 Irving, Mason, Worthington, Cumberland, Draper. Aug 29 at 3 at the Station Hotel, Station st, Workington.
 James, Henry, Nottingham, Machinist. Aug 28 at 3 at offices of Belk, Middle pavement, Nottingham.
 Jelley, Francis, Stamford, Lincoln, Common Brewer. Aug 29 at 12 at offices of Stapleton, St Paul's st, Stamford.
 Jenkins, John, St Andrews, Glamorgan, Farmer. Sept 5 at 1 at the Cardiff Arms Hotel, Cardiff.
 Jenkins, John, Spennymoor, Durham, Cabinet Maker. Aug 30 at 11 at offices of Salkeld, Elvet bridge, Durham.
 Jones, Evans, Swansea, Glamorgan, Hatter. Aug 29 at 3 at offices of Thomas, Rutland st, Swansea.
 Jones, Richard, Aberavon, Glamorgan, Grocer. Aug 29 at 12 at the Council Room, Police Station, Aberavon.
 Jones, James, Cefn Coed y Cymmer, Brecon, Grocer. Aug 23 at 1 at offices of James, High st, Merthyr Tydfil.
 Jones, William, Newport, Monmouth, Provision Merchant. Aug 31 at 12 at the Queen's Hotel, Banewell, Newport.
 Lancaster, William Mathias, Soutcombe, Devon, Esq. Aug 31 at 3 at the Law Institution, Chancery lane.
 Laycock, Frederick, and Thomas Hey, Heckmondwike, York, Carpet Manufacturers. Aug 25 at 11 at offices of Terry and Robinson, Market st, Bradford.
 Lewis, David, Bridgend, Glamorgan, Iron Founder. Aug 31 at 3 at offices of Barnard and Co, Albion chambers, Bristol.
 Price, Pontypridd.

Lewis, Hannah, Neath, Glamorgan, Grocer. Aug 19 at 11 at offices of Collins, jun, Broad st, Bristol, in lieu of the place originally named

Lewis, William, Newport, Monmouth, Slater. Aug 28 at 3 at offices of Gibbs, Tredegar place, Newport

Lloyd, Thomas, Llanvaughan, Cardigan, late Farmer. Aug 26 at 3 at the County Court Office, Lampeter

McCahey, Michael, Little Bolton, Felt Merchant. Aug 28 at 3 at offices of Windsor, Bowker's row, Bolton

McWha, Alexander Canning, Manchester, Wine Merchant. Aug 30 at 3 at offices of Sampson, South King st, Manchester

Marshall, Francis, Solihull, Warwick, out of business. Aug 29 at 1 at offices of Hawkes and Weekes, Temple st, Birmingham

Meredith, Samuel, Yatton, Hereford, Farmer. Aug 29 at 12 at offices of Moore, Corn st, Leominster

Mitchley, Samuel, Hunsanton St Edmunds, Norfolk, Tailor. Aug 28 at 11 at offices of Seppings, King's Lynn

Morris, John, Bolton, Lancashire, Hosier. Aug 28 at 3 at offices of Richardson, Wood st, Bolton

Munday, Edwin, Shrewton, Wilts, Gro cer. Aug 25 at 2 at offices of Nodder, City chambers, High st, Salisbury

Nash, Henry, Kingston, Hants, Bone Merchant. Aug 28 at 4 at offices of King, North st, Portsea

Neill, John, and Edward George Robert Hughes, Manchester, Lithographers. Aug 28 at 3 at the Clarence Hotel, Spring gardens, Manchester

Oades, Percy, Lewisham, Kent, Commercial Traveller. Aug 24 at 3 at offices of Arnold, Finsbury pavement

Parry, Peter, Llanabnan, Denbigh, Draper. Aug 28 at 2 at the Wellington Hotel, High st, Manchester

Patterson, William, Wolverhampton, Manufacturer's Clerk. Aug 28 at 11 at offices of Sirk, North st, Wolverhampton

Phillips, Alfred, Upper Machen, Monmouth, Painter. Aug 28 at 12 at offices of Gibbs, Tredegar place, Newport

Pickles, Joseph, William Pickles, and James Pickles, Burnley, Lancashire, Cotton Manufacturers. Aug 30 at 3 at offices of Sutcliffe, Grimshawe st, Burnley

Platts, Walter, Sheffield, Carver. Aug 25 at 3 at offices of Burdakin and Co, Norfolk st, Sheffield

Pope, Harry, St Leonards-on-Sea, Sussex, Clothier. Aug 28 at 12 at the Norman Hotel, St Leonards-on-Sea, Cammack, Hastings

Ransom, William Seldon, and Edward Ransom, Liverpool, Coal Merchants. Aug 28 at 3 at offices of Lupton, Harrington st, Liverpool

Rivolta, Joseph, and John Septimo Rivolta, Cloak lane, Cannon st, Financial Agents. Aug 31 at 2 at offices of Chorley and Crawford, Moorgate st

Rebbins, George William, Brimscombe, Gloucester, Saddler. Aug 31 at 11 at offices of Smith, George st, Stroud

Roberts, Stephen, Great Crosby, nr Liverpool, Car Proprietor. Aug 29 at 10 at offices of Knowles, North John st, Liverpool

Robertshaw, John, Halifax, York, Machine Wool Comber. Aug 28 at 3 at the White Swan Hotel, Princess st, Halifax

Rumball, Edwin James, Maidenhead, Berks, Hairdresser. Sept 4 at 11 at the White Hart Inn, Maidenhead, Clarke, High Wycombe

Sanders, Robert, Addie st, Umbrella Manufacturer. Aug 26 at 12 at 111, Chesapeake, Gouming and Mandale, King st, F.C.

Sheppard, George, Birmingham, Steel Toy Maker. Aug 25 at 11 at offices of Davis, Bennett's hill, Birmingham

Smith, Elizabeth Sarah, Kingston-upon-Hull. Aug 24 at 12 at offices of Walker and Spink, Parliament st, Kingston-upon-Hull

Stammers, Edward, Hanley, Stafford, Hosier. Aug 25 at 11 at offices of Sherratt, Market st, Kidsgrove

Stow, Stephen, Barrowford, nr Burnley, Lancashire, Cotton Spinner. Aug 29 at 3 at offices of Holmes and Sons, St James's row, Burnley

Taylor, Vincent, Boston, Lincoln, Tailor. Aug 29 at 12 at offices of Baines, Churchyard, Boston

Thomas, Campbell Millitt, Waterloo, Lancashire, Financial Agent. Aug 28 at 11 at the Midland Hotel, Birmingham

Timmins, John, jun, Stourbridge, Worcester, Fishmonger. Aug 26 at 10 at offices of Prescott, High st, Stourbridge

Trill, Henry, Brighton, Sussex, Builder. Aug 28 at 3 at offices of Goodman, Prince Albert st, Brighton

Valentine, George Benjamin, Stony Stratford, Buckingham, Butcher. Aug 28 at 3 at the Cock Hotel, Stony Stratford

Parrott, Stony Stratford

Vreones, Anastasios, Kingston-upon-Hull, Commission Agent. Aug 23 at 3 at offices of Laverack, County buildings, Kingston-upon-Hull

Waites, Robert, Middlesbrough, York, Plumber. Aug 29 at 11 at Griffith's Temperance Hotel, Linthorpe rd, Middlesbrough

Walling, Thomas, Halton, Lancashire, Butcher. Sept 1 at 3 at offices of Maxsted and Gibson, Castle hill, Lancaster

Walton, Samuel, Manchester, Wine Merchant. Sept 6 at 3 at the Mitre Hotel, Cathedral yard, Manchester

Whittaker, John, Oldham, Lancashire, Jeweller. Aug 30 at 3 at offices of Ascroft and Sons, Clegg st, Oldham

Wilshire, Jane, Bradford, York, Hardware Dealer. Aug 30 at 10 at offices of Cater, Piece Hall yard, Bradford

Williams, Edwin, Marbury Tydd, Glamorgan, Painter. Aug 26 at 12 at offices of Beattie, Victoria st, Marbury Tydd

Williams, Henry, Worthing, Wine Merchant. Sept 6 at 3 at the Guildhall Tavern, Gresham st, Goodman, Brighton

Winby, Frederick Charles, Llantrisant, Glamorgan, Wagon Builder. Aug 28 at 2.30 at offices of Barnard and Co, Crockherbtown, Cardiff

Morgan Cardiff

Winnington, Thomas, Monks Coppenhall, Cheshire, Hosier. Sept 4 at 1 at the Royal Hotel, Crewe

Winship, Edward, Newcastle-upon-Tyne, out of business. Aug 30 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne

Woodcock, John, Barrow-in-Furness, Iron Worker. Sept 5 at 12 at the Victoria Hotel, Barrow-in-Furness

Ingham, Barrow-in-Furness

Yeats, Hannah Tomasina, Newcastle-upon-Tyne, Provision Dealer. Aug 26 at 2 at offices of Chartres and Youl, Grainger st west, Newcastle-upon-Tyne

Wiltkinson, Newcastle-upon-Tyne.

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